The Solicitors' Journal
and Weekly Reporter.
(*ESTABLISHED IN* 1857.)
LONDON, JANUARY 31, 1914.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The President's Address.

THE INTERESTING address delivered by Mr. TROWER at the general meeting of the Law Society last week, was no doubt meant to supply to some extent the loss in the autumn of the usual address at the Provincial Meeting, and as regards its chief subject the delay has, perhaps, not been without its advantages. Time has been required to understand and assimilate the scheme of the Real Property and Conveyancing Bills, and we are all more ready now than last September to profit by discussion. MR. TROWER very wisely confined himself to an outline of the principles involved, and he put clearly the fundamental point that the Bills, as regards the improvements in conveyancing and as regards the amended system of registration, are framed so as to give conveyancing by deed and conveyancing on the register a fair and impartial trial. We have attempted, in these columns, to explain the provisions of the Bills, and we have called attention to the simplification which will ensue in each kind of conveyancing by confining dispositions of land to dispositions of the entire fee simple or for a term of years. The result of our explanation has been, we think, to shew that the proposed changes in private conveyacing will effect a very substantial simplification. The total changes are, indeed, very much more in favour of private conveyancing than of registration, for while in private conveyancing they tend distinctly to simplification, as regards registration the same cannot be said. We do not dispute that some improvements will be effected, but registration, as a whole, will remain a complicated business. What the profession are chiefly interested in is to secure the scheme of simplified conveyancing incorporated in the Conveyancing Bill.

The Assimilation of the Law of Real and Personal Property.

THE DESIGN of the draftsmen of the Conveyancing Bill has been to effect simplifications in conveyancing, while at the same time leaving the substance of the law untouched. Its primary object, they have stated, is to improve the machinery of con-

veyancing, especially with a view to facilitating the deduction of title or sale and mortgage; but, incidentally, the law of real property is in some respects assimilated to that of personal property, though without altering beneficial rights (Explanatory Statement, p. 18). In an article on the Lord Chancellor's Bills in the current number of the *Law Quarterly Review*, Mr. ARTHUR UNDERHILL advocates a more sweeping reform of the law of real property. "It would be infinitely better," he says, "to abolish *uno flatu* the whole of the existing law of freehold land, and to substitute the law relating to chattels real, as has been actually done in some of our Colonies." This, we understand, was the original scheme of the Council of the Law Society, but the *uno flatu* policy, however heroic, has its drawbacks, and the Lord Chancellor has stopped short of revolution, and has been content with reform. Mr. UNDERHILL objects that the Conveyancing Bill does not make for simplification. "So far from simplifying the law of real estate, it would render it more complicated and technical than ever." Well, that is the view which one naturally takes on first reading the Bill. We took it ourselves. But, with deference to Mr. UNDERHILL, it is a superficial view. Further consideration has shewn us, and we have no doubt it will shew other critics, that the scheme of the Bill gives immediate relief in transactions between vendor and purchaser, and between mortgagor and mortgagee. It may not give the same relief in regulating the rights of the persons beneficially interested in the land. It is just there that the Bill stops short, and it does so in pursuance of the principle that it shall affect the machinery of conveyancing and not the beneficial interests. This further step may be taken hereafter, but it is safe to say that just now the abolition of the law of real property is not a practical policy.

Draft New Bankruptcy Rules.

A DRAFT set of rules relating to administration orders in bankruptcy under section 122 of the Bankruptcy Act, 1883, has been issued, but space compels us to defer printing them till next week. Rule 1 substitutes a new form of request for the order. Rules 2 and 3 give the court greater power to deal with a proposal by a debtor as to payment where it appears that the proposal is beyond his means. It will have power to reduce the amounts to be paid without sending out fresh notices to the creditors. Rule 4 extends the power of the court to stay proceedings on judgments or executions between the request for administration and the making of the order. This power will be exercisable in respect of proceedings in any courts, and not only in that in which the request is filed. Rules 5 and 6 make provision as to the disposition of money received under an execution which is stayed, and as to the costs of the execution. Under Rule 7 notice will be given to the debtor of the cases in which the administration order may be set aside or rescinded. Rule 8 extends the provisions for proof by creditors, and Rules 9 to 11 enable subsequent creditors to apply to have the order set aside. Rule 12 empowers the judge, on an application to rescind an order, to give the debtor a chance of making good his arrears of payments before the rescission takes effect.

"Halsbury" in the Privy Council.

THE CASE OF *Canada Law Book Co.* v. *Butterworth & Co.* (*Times*, 28th inst.), which was decided by the Judicial Committee of the Privy Council on Tuesday, seems to be interesting rather for the subject matter of the litigation than for any point of law involved. Before the publication, in November 1907, of the first volume of "Lord HALSBURY'S Laws of England," the parties entered into an agreement, under which the Canada Law Book Co. were to have the sole agency for the work for Canada and the United States for five years from publication; but this agreement was made by correspondence, and questions arose on the documents whether "publication" meant the publication of the first volume or the last; and if it meant publication of the first volume—and it was held that it did—whether the period of five years, which expired in November, 1912, was renewable at the option of the Canada Law Book Co. for a further five years. The original proposal made by Messrs. BUTTERWORTH & Co. offered this option of renewal. A counter-proposal was made by the Canadian company in a letter of 21st May, 1907, which covered most of the ground of the original proposal, but omitted to mention the option of renewal. Messrs. BUTTERWORTH & Co., in June 1907, cabled "agree your modified terms writing," and the following day wrote a letter, "We will agree to accept your modification of our terms. The terms between us are now as set out overleaf." The terms overleaf did not contain the option of renewal. The question was whether the original offer of the option was kept alive, so as to form part of the final contract, or whether in the course of the negotiations it had disappeared. It is, of course, familiar law that, in construing a contract made by correspondence, the whole of the correspondence must be taken into account (*Hussey* v. *Horne-Payne*, 4 App. Cas., 311), but this left two possible constructions. Did the original terms stand except as expressly altered? If so, the option was still in existence. Or did the final statement of terms by Messrs. BUTTERWORTH & Co. exclude anything not mentioned therein? The Judicial Committee not unnaturally took the latter view on the ground, apparently, that a final statement of terms purporting to be made by one party and acquiesced in by the other must, in fact, be treated as final. But, as we have said, the interest lies rather in the subject-matter than in the decision itself. The utility of "HALSBURY," and the exceeding care taken in the preparation of the work, are well recognized here, where it has at once become an indispensable part of the lawyer's library. To judge by this contest for the sole agency, its success has been no less marked in Canada.

Local Acts of Indemnity.

SOME DISCUSSION has taken place in the Press as to whether or not an Imperial Act of Indemnity is necessary in order to give legal protection to officers entrusted in South Africa with the administration of martial law under the recent proclamation of Lord GLADSTONE. There seems, however, to be no doubt that a local Act of the South African Parliament is quite adequate to serve that end. Presumably objections to the legal force of such an Act are based on one or other of two grounds; either that such an enactment is *ultra vires* of the South African Legislature, or else that, when passed, it will not protect persons coming within its terms elsewhere than in the South African courts. The first point is disposed of by a simple consideration of constitutional principles, supported by a section of the South Africa Act, 1909, which created the present Union of South Africa and contains its constitution. The Legislature of South Africa has sovereignty over the area within its territories except so far as reserved to the Imperial Parliament; therefore, it has power to pass statutes controlling the enforcement of civil and criminal sanctions in respect of torts or crimes committed within its area. It can remit such sanctions by retrospective enactment whenever it pleases so to do. But all proceedings for redress, civil or criminal, on the part of persons who have suffered injury under martial law are simply proceedings to put in force the sanctions governing torts and crimes of a special kind committed in South Africa. *Prima facie*, therefore, the South African Legislature has jurisdiction to remit those sanctions by means of an Act of Indemnity. This position is fortified by the terms of the Constitution. "Parliament shall have *full* power"—so runs the South African Act, 1909, s. 59—"to make laws for the peace, order and good government of the Union." This is subject, of course, to the general rule that the Royal assent is necessary to a bill before it becomes law, and any bill may be disallowed within one year after it has received the assent of the Governor-General (section 65). Constitutional amendments, too, must be specially reserved for the consideration of the King by the Governor-General (section 64); but Acts of Indemnity do not come within this latter proviso. It will be seen, then, that there is nothing in the constitution which debars the Parliament of South Africa from passing such a statute, although it may be the duty of the Home Government narrowly to scrutinize its provisions before advising His Majesty to assent to them.

Jurisdiction over Foreign Torts and Crimes.

BUT THE question remains, how far will such a local Act of Indemnity protect those for whose benefit it is passed elsewhere

than in South Africa itself? Here again the answer is not difficult. Illegal acts committed under cover of martial law must either be (1) torts to immovables, or (2) torts to the person and to movable property, or (3) criminal offences. Now the first class of torts, of course, are actionable only in the forum where the land or other immovable is situated (*British South Africa Co.* v. *Companhia de Mocambique*, 1893, A. C. 602); hence over such torts committed in South Africa no court elsewhere in the Empire has jurisdiction. Torts to the person and personal property, on the other hand, although committed abroad, are actionable in England, provided (1) the defendant is within the jurisdiction, (2) the act is actionable as a tort in England, and (3) the act is unlawful (not necessarily tortious) in the place where it was done: *Machado* v. *Fontes* (1897, 2 Q. B. 231). In the case just cited, a libel published in Brazil by a domiciled Englishman was held actionable in England, although libel is not a civil wrong in Brazil; it is, however, a crime, and therefore unlawful. But it has been expressly decided that where a local Act of Indemnity retrospectively legalises previously illegal conduct, that conduct ceases to be unlawful according to the *lex loci delicti*, and, therefore, the third of these three conditions precedent fails, so that it ceases also to be actionable in England: *Phillips* v. *Eyre* (1869, L. R. 4 Q. B. 239). PHILLIPS had suffered trespass, assault and false imprisonment in Jamaica at the hands of Governor EYRE, who was subsequently protected by an Act of Indemnity passed by the Legislature of that island; it was held that this statute protected him in England as well. Even the fact that Governor EYRE had himself given the Royal assent to the statute was held not to affect this principle. In this case, too, the point was taken that an Act of Indemnity by the Imperial Legislature was necessary, and was overruled by the court, since no express disability to pass such an enactment was contained in the Jamaican Constitution. There still remains the question of criminal offences committed under colour of martial law. *Prima facie* such offences are only triable by the tribunals of the *locus delicti*, but there exist several statutory exceptions. A statute passed in 1699—namely 11 and 12 William III., c. 12—recites that various Governors and others in His Majesty's Dominions Beyond the Sea escape punishment for offences committed within their respective spheres of authority; they are therefore made amenable to prosecution in England in the Court of King's Bench. But here again the principle of *Phillips* v. *Eyre* (*supra*) clearly protects such persons when there is a local Act of Indemnity. It will be seen, therefore, that in all the above cases the protection of such a statute seems ample

The Deportation of Political Offenders.

BUT WHILE a local Act of Indemnity can protect persons in South Africa who commit there illegal acts under the cover of martial law, there is probably one class of persons who cannot shelter behind it. We refer to captains of British steamers who receive on board political prisoners illegally deported by the South African Government, and detain them against their will outside the three mile limit from the shores of Cape Colony. For no statute passed by the Legislature of a British Colony can have any validity on the high seas, at any rate outside the three-mile limit. The jurisdiction of all these colonies is by their constitutions confined, either expressly or by necessary implication, to their own territorial limits; and, under international law, such limits do not extend further than three miles from the coast; if in the absence of a municipal statute conferring that jurisdiction they extend so far as that. Again, the Imperial Parliament has by the common law jurisdiction over torts committed in British ships on the high seas (*Davidson* v. *Hill*, 1901, 2 K. B., at pp. 616, 617), and under the Merchant Shipping Act, 1894, sections 684–687, it has similar jurisdiction in the case of offences committed by British subjects or aliens on board British ships, *i.e.*, ships flying the British flag. Now, by the Colonial Legislature Act, 1863 (28 & 29 Vict. c. 63), sections 2 and 3, Colonial Acts which are inconsistent with Imperial Statutes are void for "repugnancy," and hence any local Act of Indemnity which conflicts with these provisions of English Law would seem doubly void: (1) because it is *ultra vires* of any Colonial Legislature to assume jurisdiction over conduct upon the high seas, and (2) because any such legislation would be "repugnant" to British law relating to British ships. Therefore, unless the South African Government employ foreign ships in which to deport their prisoners, it would seem that the masters of the vessels employed cannot plead in an English court the benefit of any Act of Indemnity save one passed by the Legislature of the United Kingdom. We forbear to make any comment on the merits of the deportation in South Africa, notwithstanding that at first sight it seems to be a very pronounced interference with individual liberty; but we cannot avoid saying that a Government which hurries the completion of an illegal act, and thereby avoids the intervention of the courts, places itself at a great disadvantage with impartial men.

Religious Disabilities and the Woolsack.

THE Lord Chief Justice of England is the first member of the Jewish faith who has fought his way to that high office of state, and his co-religionists may well be proud of his success. But a remark made by Lord READING himself, at the recent banquet of the Maccabean Society given in his honour, to the effect that even the office of the Lord Chancellor is open to Jews, seems to be an unduly positive pronouncement on a very doubtful matter. The better opinion, as expressed in Lord HALSBURY'S Laws of England (Vol. VII, p. 56), seems to be that neither Roman Catholics nor Jews have as yet been wholly relieved by law from the ancient disabilities which debarred them from aspiring to the Woolsack. That disability is of a different kind in the case of Jews from that which affects adherents of the Roman faith. Jews were under common law disabilities, civil and religous, and such disabilities — like those of women, minors, and aliens—remain until expressly removed by an Act of Parliament. Now no statute can be named which removes expressly or even by necessary implication, this disability in the case of Jews. The Religious Disabilities Act of 1846 does not do so. Section 2 merely provides as follows:—

> "That from and after the commencement of this Act His Majesty's subjects professing the Jewish Religion, in respect to their schools, places for religious worship, education, and charitable purposes, and the property held therewith, shall be subject to the same laws as Her Majesty's Protestant subjects dissenting from the Church of England are subject to, and not further or otherwise."

This section has obviously a very limited scope. And although both Houses of Parliament have now admitted members of the Jewish faith, a practice followed by the Bar and other liberal professions, it does not follow that there exists a right on the part of Jews to become "Keepers of the King's Conscience." The disabilities of Roman Catholics, one need hardly say, are not due to the Common Law; they were the creation of statutes repealed by the Roman Catholic Relief Act, 1829. That statute, in rather roundabout language, it is true, but clearly enough for all practical purposes, exempted from its operation the office of Lord High Chancellor; and later statutes, such as the Statute Law Revision Act of 1863 (which repealed the Test Act, 1672), and the Test Abolition Act of 1867, cannot be said to do so in unmistakeable terms. Whether or not these disabilities in the case of Jews and Roman Catholics exist in statute law, however, the opinion of most constitutional lawyers, we fancy, would be that the appointment of either a Catholic or a Jew to the Woolsack would infringe constitutional custom and convention.

Strikes Affecting the Necessaries of Life.

THE DISTRESS and privation caused by the recent strike of the London coal porters has caused many persons to enquire whether any and what remedy is provided by the law. It is tolerably well known that at the commencement of the year 1875 workmen could still be imprisoned for breach of contract. It was no doubt necessary to establish that it was an "aggravated" breach of contract, but the sufficiency of the proof was a matter to be decided by justices forming a court of summary jurisdiction. And in cases where several persons took part in the breach of contract, they were liable upon an indictment for conspiracy to a heavier punishment than that awarded by Act of Parliament. These

penal laws were finally condemned by public opinion, and two statutes were passed on the same day—the Employers and Workmen Act, 1875, and the Conspiracy and Protection of Property Act, 1875. By the first of these statutes it was enacted that in future an ordinary breach of contract by a workman should be treated as a civil offence, and by the second that a combination by two or more persons to do or procure to be done any act in furtherance of a trade dispute should not be indictable as a trade conspiracy, if such act committed by one person would not be punishable as a crime. But, by section 4, persons who wilfully and maliciously break a contract of service with a municipal authority or company who supply a city, town or place with gas or water, having reasonable cause to believe that the probable consequence of their so doing will be to deprive the inhabitants wholly or in part of their supply of gas or water, are liable upon conviction by a court of summary jurisdiction on indictment to fine or imprisonment. We understand that it is proposed to extend this provision to the supply of electricity, and that in more than one private Bill awaiting the consideration of Parliament, a clause similar to that in the Public Act of 1875 has been introduced. It may well be argued that bread and fuel are as much necessaries of life as gas and water, but bread and fuel are not supplied like gas and water through the agency of public bodies or companies, and a strike affecting the former commodities is therefore less likely to secure the attention of the Legislature.

Vouchers on Taxation.

THE *Law Society's Gazette* for this month usefully calls attention to the case of *Harben* v. *Gordon* (*ante*, p. 140) as to the proper rule to be adopted in the taxing masters' office with regard to vouchers for expenses of witnesses who are parties to the action. In that case the taxing master stated that, according to the strict rule, the party's expenses could not be allowed unless his solicitor produced a voucher from him shewing that they had actually been paid; though, under the circumstances, since it was doubtful whether the costs would be recovered from the other side, he was willing to accept a letter from the client—in this case the plaintiff—shewing the amount awarded to him as witness. The client, who had been successful in the action, had had to come from Florence to London to give evidence, and had incurred an expense of £33. The solicitor appealed against the taxing master's decision, and, though unsuccessful in the appeal, obtained an expression of opinion by the Court of Appeal that it was an error for the taxing master to require a voucher of actual payment. This meant that the solicitor would have to pay the amount out of his own pocket, an expense which it would be unreasonable to require him to incur. The proper way was to bring to the party's knowledge the amount to be allowed to him, and a letter from him admitting such knowledge would, for taxing purposes, take the place of a voucher. Hence the solicitors in question have, it seems, effected a very useful change in the practice of the taxing masters, and their out-of-pocket expenses of the appeal will, we gather, be borne by the Council.

Income from Interests *pur autre vie.*

I.

IN the recent case of *Re Sherry*, *Sherry* v. *Sherry* (1913, 2 Ch. 508), WARRINGTON, J., decided, in effect, that income derived from an estate *pur autre vie* in personalty was to be treated as income derived from a wasting security, and that the estate *pur autre vie* was to be treated as the property of the testator. This, strange to say, is a new point, although trustees must often be called on to deal with interests of this kind belonging to their testators. Suppose A to purchase the life interest of B under C's will in C's residuary personalty, and suppose further that A dies in B's lifetime leaving X and Y respectively entitled under A's will to the income and corpus of A's residuary estate, ought X to receive the whole of the income from C's residuary estate or is each instalment of income, as it is paid over by the trustees of C's residuary estate to A's estate, to be apportioned as between X and Y?

The learned judge finding very wide directions in the will and codicils before him giving the trustees of the will power to postpone conversion, and tending to shew that the testator intended any wasting property to be enjoyed in specie, assumed, apparently, that no question of apportionment between the tenant for life and remaindermen could arise. In other words he held in the case before him that—to return to our hypothetical example—X took the income of C's residuary personalty as income of A's residuary estate.

An interest *pur autre vie* in personalty is a very peculiar form of property, and two very different views may be taken as to its true nature. It may be looked upon as a mere terminable interest like a leasehold. Viewed from this aspect it is nothing more or less than a wasting security, and the question must necessarily resolve itself into one of whether or not the rule in *Howe* v. *Lord Dartmouth* (1802, 7 Ves. 137) is to apply. That rule, it will be remembered, is that, although there is no express direction to convert, the court will direct conversion of a wasting item of property forming part of the testator's residuary estate, so that it may be reduced to a state in which it can be the subject-matter of successive enjoyment, whenever the testator has shewn his intention that his residuary estate shall be successively enjoyed by persons in the position, for instance, of tenant for life and remainderman. There are, of course, a large number of authorities as to when the rule will, and when it will not, be applied. Very slight indications of intention will displace the rule, or rather, prevent its being applied. Express directions giving the trustees power of postponing the conversion of the whole of the residuary estate, or indications of an intention on the part of the testator that his beneficiaries are to enjoy successively in specie the items of property composing his residuary estate, are usually the grounds for holding that the rule is not applicable.

But there is another view which may, it is submitted, be properly taken of the true nature of an interest *pur autre vie* in personalty. To put it shortly—although it will require more elaboration later—the interest may be looked upon as a right only to receive instalments of income during the life of the *cestui que vie*. In other words, a man who owns such an interest has no property until the dividends of the invested personalty are handed over. Then he receives his property. In the same way on his death his estate may continue, during the life of the *cestui que vie*, to receive from time to time accretions of property. Looked at from this of view, the principle of *Howe* v. *Lord Dartmouth* does not enter into the question at all.

It is submitted that, logically, an interest *pur autre vie* stands in the same relationship to what may, for want of a better term, be called the testator's assets, as a life annuity, payable by the testator and after his death payable out of his estate, stands to his debts. Such an annuity is a debt, whereas an interest *pur autre vie* is an asset. But both have these peculiarities that the period of the continuance of their existence is uncertain, and the payments in respect of them, whether into or out of, the testator's estate, are deferred and periodical payments. Suppose, for example, A covenants with B to pay an annuity to him for the rest of B's life, and then A dies leaving X and Y respectively entitled under A's will to the income and corpus of A's residuary estate. A's estate remains subject to the liability of paying the annuity. This liability in one respect might, in argument, be said to attach to the corpus of A's estate because it is a debt, and no beneficiary is entitled to his testator's property until the estate is cleared of debts. From another point of view the income might reasonably be made to bear the annuity. But the courts have laid down clear rules with regard to the liabilities of X and Y to contribute to each payment.

In *Re Perkins*, *Brown* v. *Perkins* (1907, 2 Ch. 596), the testator had covenanted to pay a life annuity. By his will he gave a moiety of his residue to trustees upon trust for his daughter for life if and when she attained twenty-five, with remainders over. The annuitant survived the testator, and the testator's daughter attained the age of twenty-five. The question arose how the moiety of the annuity payable out of the daughter's share ought in future to be borne as between capital and income. SWINFEN EADY, J., pointed out that, on the authorities, the tenant for life

of the residue of the testator's estate is not tenant for life of the whole estate, but of the whole estate minus something; and that something must be ascertained before it can be said that he is tenant for life. His lordship said that, if he were to direct that all future instalments of the moiety of the annuity were to be paid out of capital, he would be throwing an unfair burden on the capital, for it might well happen that the whole of the corpus might be spent in meeting the annuity if the joint lives of the daughter and the annuitant continued for a length of time. When all the capital had gone the remaindermen would have nothing, whereas the tenant for life would have been deriving income from the gradually diminishing corpus.

Hence it was decided in the last-mentioned case that the proper method was to make an apportionment of the burden of the annuity between capital and income, and the method which the learned judge adopted was to treat each instalment of the annuity as it became payable separately; and to ascertain what sum set aside at the testator's death and accumulated at a certain rate per cent. would have amounted to the particular instalment. That amount when ascertained—and it will be observed it would necessarily be less than the amount of the instalment—was to be charged against capital and the balance against income.

The principle thus enunciated in *Re Perkins, Brown* v. *Perkins* (*supra*), was applied by JOYCE, J., in *Re Thompson, Thompson* v. *Watkins* (1908, W. N. 195), and followed by PARKER, J., in *Re Poyser, Landon* v. *Poyser* (1910, 2 Ch. 444), where he pointed out that, when it is determined that there shall be some apportionment as between tenant for life and remainderman, the method of carrying that out is in the discretion of the court.

(*To be continued.*)

Pleading the Gaming Act.

QUESTIONS of casuistry do not very often trouble the conscience of a High Court judge; it is not, as a rule, his business to weigh motives with the nicety of a confessor fixing an appropriate penance or considering whether or not he can legitimately say *Absolvo te* to a penitent. But in one set of circumstances they do arise; namely, when a judge, trying a case without a jury, has to exercise his discretion as to costs, and has to consider whether or not, in view of a successful litigant's conduct, he ought to make that party's victory a barren one by depriving him of costs. This happened recently in *Franks* v. *Konody* (*ante*, p. 225) before ATKIN, J., which raised an interesting problem as to the ethics of what is commonly known as "pleading the Gaming Act."

The action was brought to recover from the defendant payment of moneys alleged to have been won at a game of cards. The defendant pleaded the Gaming Act, 1892, which enacts that any promise, express or implied, to pay a gambling debt rendered void by the statute 8 & 9 Vict, c. 109, shall be null and void, and that "no action shall be brought or maintained to recover any such sum of money." At the trial, therefore, the plaintiff had to admit that this was fatal to his case, but he asked that no costs should be allowed the defendant. The reason put forward on his behalf was that the defence is a "mean one": it enables persons to take their winnings at cards when the luck is with them, and repudiate their losses when the luck is against them. ATKIN, J., however, refused to take this view. If the defence be mean, he said in effect, the bringing of an action is still meaner; for persons who gamble at cards know that the debt is irrecoverable in a court of law. They intend it to be merely a debt of honour; hence the winner who sues is violating an honourable understanding that there is to be no recourse to the law courts. This point of view we have never seen expressed before; but it strikes us as sound and just. The learned judge went on to say that this defence ought to be encouraged, and gave the defendant his costs.

It is unfortunate that the view expressed by ATKIN, J., was not before the Court of Appeal when deciding the celebrated case of *Hyams* v. *Stuart King* (1908, 2 K. B. 696), which opened the courts to a flood of actions, really intended to enforce bets. In that case the parties were both bookmakers who had engaged in mutual betting transactions which resulted in the defendant giving the plaintiff a cheque for the balance due to him. At the defendant's request the cheque was held over by the plaintiff. Part of the sum due was paid, and the defendant verbally agreed that, in consideration of plaintiff holding over the cheque, and refraining from declaring him a defaulter, he would meet the remainder later on. When in due course the plaintiff sued for the balance, DARLING, J., held that (1) he was not suing on the cheque (which was a void security and unenforceable between the parties), (2) he was not suing to recover money lost at cards, but (3) he was suing for money promised in return for a new consideration, namely, the agreement of the plaintiff to hold over the cheque. This third class of action the learned judge held to be perfectly good, since the giving of cheques to meet gambling debts is not declared illegal by the statute, but merely void. The Court of Appeal upheld this view, notwithstanding one of the able dissenting judgments with which Lord MOULTON marked his term in the Court of Appeal. In numerous other cases it got extended and applied to very slight "new considerations." Mere agreement to give time for meeting a cheque, *Goodson* v. *Grierson* (52 SOLICITORS' JOURNAL, 599); threats to post a loser as a defaulter (*Hodgkins* v. *Simpson*, 25 T. L. R. 53); an agreement to submit a disputed balance to the Committee of Tattersall's Club (*Whiteman* v. *Newey*, 28 T. L. R. 240); these are samples of "new considerations" which the courts have held sufficient to render enforceable a promise given to pay a gambling debt. On the other hand, a limit to these shadowy "new considerations" was at last discovered in *Chapman* v. *Franklin* (21 T. L. R. 515), where the defendant had merely promised to pay part of his debt at once, and the rest in a month, if the plaintiff would not press for immediate payment. Here Lord ALVERSTONE, C.J., held that the absence of a cheque and a threat to post defendant as a defaulter distinguished this case from the previous ones, and rendered the action one not maintainable at law. And in a number of recent cases the judges of the King's Bench Division have shown a desire to cut down as much as possible the effect of *Hyam* v. *Stuart King*. Examples are *Ladbroke* v. *Buckland* (25 T. L. R. 55); and *Re Comar* (52 SOLICITORS' JOURNAL, 642).

Now, the decision of *Hyams* v. *Stuart King* has had a far-reaching effect on pleading, where the Gaming Act is concerned. It has become possible, in every case of a gambling debt, whether or not there is any new consideration sufficient to satisfy the tests laid down in that case and its successors, to issue a writ and bring on the case to an actual trial in court. This is done by the simple method of alleging in the pleadings some new consideration, such as a "forbearance to sue" of a kind analogous to that in the leading case. This new consideration may be a complete legal fiction, but the defendant cannot get the action dismissed as "frivolous and vexatious." This was decided by the Court of Appeal in *Goodson* v. *Grierson* (1908, 1 K. B. 761). If a "new consideration" is alleged, the court ought not to try on an interlocutory summons the question whether or not it has any real existence; that is for the jury to decide at the trial; so the Court of Appeal decided in the case just cited. The result, of course, is that the plaintiff can always secure the publicity of a hearing in open court, even although he knows that he cannot support his allegation of "new consideration." This mode of putting pressure on debtors who have a good defence is, surely, an abuse of legal process. And where the plaintiff by offering no evidence of "new consideration" at the trial shows that he has been playing this game of bluff, it certainly seems right that he should be muleted in costs. Here we have an alternative reason, simpler than the somewhat subtle considerations of casuistry adduced by ATKIN, J., to justify the award of costs to a successful defendant.

It should be noted that all the incidents of a gaming action mentioned above only arise when the debt is merely void, but not absolutely illegal. Whenever the game which has resulted in the debt is an absolutely illegal one, such as arises in the case of public gaming at games of chance like roulette, then the transaction can be impeached by the court itself at any stage. The defendant, indeed, cannot take the point of illegality,

when he wishes to raise the plea that a transaction is forbidden by law, unless he raises it specifically in the pleadings: *Bullivant* v. *Att. Gen. of Victoria* (1901, A. C., *per* LORD DAVEY at p. 204). But the court itself can take the objection, whatever the state of the pleadings, and even when the defendant expressly waives the plea: *Gedge* v. *Royal Exchange Assurance* (1900, 2 Q. B. 214); *Thomas* v. *Day* (1908, 24 T. L. R., 272). A full examination of the rule upon this point is contained in the recent Court of Appeal case: *Hobbs* v. *Grant* (1912, 1 Ch. 717 at pp. 724–728), a moneylender's case in which an unregistered moneylender sought to recover a loan and interest. The court held that, since the lending of money by unregistered money-lenders is forbidden under penalties by the statute, the court can, and must, take the point of illegality, although it has not been pleaded. In a recent gaming case, where the transaction was illegal as well as void (*Société des Hotels Réunis* v. *Hawkes*, June, 1913), Mr. Justice SCRUTTON has applied this principle to the special class of cases we are considering. In one case where the transaction was merely void (*Luckett* v. *Wood*, 1908, 24 T. L. R. 617), a judge has taken the objection of his own motion; but the correctness of this decision is generally doubted. It is, perhaps, unfortunate that in the case of contracts merely void there appears to be no clear judicial duty to adopt this course.

Reviews.

Carriage by Sea.

AN ANALYSIS OF CARVER'S CARRIAGE OF GOODS BY SEA. By J. K. ROY, Barrister-at-Law. Stevens & Sons. 6s.

The title of this little book sufficiently indicates its character. It is a concise summary of the points dealt with in Mr. Carver's treatise on the Law Relating to Carriage of Goods by Sea, of which a fifth edition appeared in 1909. It is not a work likely to be much used by practitioners, of course, but the student will find it very clear and concise. Unfortunately, however, there are one or two points on which it is not up to date. Or, rather, it contains law as stated in the latest edition of Carver which has since been modified by statutes, which modification is not mentioned. Thus, at page 13 it is stated that by section 603 of the Merchant Shipping Act, 1894, compulsory pilotage was kept in force, and that by section 633 a shipowner is excused from liability for loss or damage caused by the pilot's default in such cases. It is not stated that by section 15 (1) of the Pilotage Act, 1913, provision is made for the abolition of this defence at a future date by Order in Council. Perhaps, however, Mr. Roy's book went to press before the last-named statute received the Royal Assent. No such explanation is admissible, however, to justify the omission of any statement that the old Admiralty rule as to equal division of loss where both vessels are to blame in collision cases has been replaced by the international rule of proportionate division under the Maritime Convention Act, 1911, s. 1; at pages 11–12 the old rule is stated as if it were still law. This omission is the less defensible since reference has been made to the new rule under the last-cited statute in more than one reported Admiralty case. Apparently Mr. Roy has analysed Carver without venturing to alter obsolete statements in the text. Notwithstanding this small defect, however, the little book is an excellent summary and quite useful for the student who wishes a bird's-eye view of an important field.

The Scots Law of Contract.

THE LAW OF CONTRACT IN SCOTLAND. By W. F. TROTTER, M.A., Barrister-at-Law and Advocate of the Scots Bar. William Hodge & Co.

Mr. Trotter writes an interesting and comprehensive treatise on the Scots Law of Contract somewhat on the lines of Sir William Anson's well-known work on the corresponding branch of English law. Scots lawyers are not usually very familiar with English text-books, and do not derive so much assistance from their discussion of first principles as one would expect. Usually they prefer to rely on old Roman writers to elucidate difficulties of logical analysis. Mr. Trotter, however, has the advantage of being an English lawyer as well as a Scots, and so has made full use of English authorities wherever they help him. The most valuable features of his book are: (1) it follows the English and not the Scots mode of arranging and treating the subject; (2) it explains the differences on crucial points between the two systems wherever they occur. English jurists may learn a great deal from Mr. Trotter's book, and practitioners may sometimes be helped to state a trite point in a novel and more attractive guise.

Books of the Week.

Private International Law.—Foreign and Domestic Law. A Concise Treatise on Private International Jurisprudence, based on the Decisions in the English Courts. By JOHN ALDERSON FOOTE, K.C. Fourth Edition. By COLEMAN PHILLIPSON, Barrister-at-Law. Stevens & Haynes. 25s.

Private International Law.—A Digest of Cases decided in France, relating to Private International Law. A selection of the most interesting and Recent Decisions rendered in France upon Points of Private International Law in cases in which British, American and French parties have been concerned. By PIERRE PELLERIN, Licencié en Droit of the University of Paris, and of Lincoln's-inn (London), Barrister-at-Law. Stevens & Sons (Limited).

Property.—Principles of Property. By JOHN BOYD KINNEAR, Advocate and Barrister-at-Law. Smith, Elder & Co. 1s. net.

Correspondence.

The Lord Chancellorship and Religious Disabilities.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the report in your last issue of Lord Reading's interesting speech at the banquet given in his honour by the Maccabeans Society, Lord Reading said there was no obstacle now to prevent a Jew from holding the office of Lord Chancellor; and in a report in the *Times* of last week, of a case before Mr. Justice Joyce, Mr. Austen-Cartmell, in reply to a question of the learned judge, stated that he had recently been informed that all statutory disabilities affecting Jews had been repealed.

I should be glad to know if this statement is correct, and, if so, when and in what circumstances these statutes were repealed, and, if so, whether at the same time similar privileges were accorded to others subject to disability, such as Roman Catholics; and, if not, why special privileges of this kind have been granted to Jews, of whom it may be said without offence that it is a question with them, not only of religion, but of race.

I do not think the subject is one which has come before the public in recent years, and it would be interesting to know the facts, if only as a matter of historical record. ROMAN.

[See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

REEVES *v.* **POPE.** No. 3. 21st Jan.

SET-OFF—MORTGAGEE OF REVERSION AND TENANT—ACTION BY MORTGAGEE FOR RENT—COUNTER-CLAIM BY LESSEE FOR DAMAGES AGAINST LESSOR—DAMAGES FOR BREACH OF COVENANT IN BUILDING AGREEMENT.

The rule that an assignee of a chose in action *can set-off a claim for damages against the assignor arising out of the same transaction has no application as between a lessee and a mortgagee of the reversion.*

The rule that a purchaser or mortgagee is bound by the equities of a tenant in possession does not apply to the right of a tenant to damages for breach of a covenant in a building agreement.

This was an appeal from a decision of Bankes, J., on a preliminary point of law arising on the pleadings. A building company entered into an agreement with the appellants to build and complete a hotel on a certain site by a certain date, and the appellants agreed to accept a lease of it for a certain term as soon as it was ready for occupation. The company did not complete the hotel by the time stipulated, and some time afterwards the appellant accepted a lease from them without prejudice to any claim for damages by reason of the delay. Shortly afterwards the company, who were holders of a head lease for ninety-nine years from the freeholder, mortgaged their head lease to the respondents. An action having been brought by the respondents, as mortgagees of the head lease, against the appellant for rent accrued due since the date of the mortgage, the appellant sought by way of counter-claim to set-off a claim for damages for the default of the building company in not having the hotel ready by the stipulated time. The respondents alleged that the counter-claim was bad in law, and the Court of Appeal ordered that the question of law should be tried before the hearing of the action. Bankes, J., held that the set-off could not be allowed.

LORD READING, L.C.J.—This is an appeal from a decision of Bankes, J., on a preliminary point of law which arose on a counter-claim. The defendant claimed to be entitled to set-off damages for breach of a building agreement against arrears of rent due to the plaintiff. The plaintiff alleged that the defendant's counter-claim was bad in law, and

the Court of Appeal had ordered that the question of law should be tried before the hearing of the action. Mr. Crawford had argued the case strenuously on behalf of the appellants, but the decision of Bankes, J., who gave judgment for the plaintiff, was unassailable. The court was not here dealing with a *chose in action*, as in the cases cited. The plaintiff was not suing as assignee of a *chose in action*, but as mortgagee. The cases, therefore, as to set-off by an assignee of a *chose in action* had no application to the present case. With regard to the cases deciding that a purchaser or mortgagee took subject to the equities of a tenant in possession of the land, it was true that there were expressions which might seem to support the appellant's contention, but it was never intended to go as far as that. In *Barnhart* v. *Greenshields* (9 Moo. P. C. 18), there are certain words in the head note on p. 18 which, taken by themselves, would seem to cover the proposition contended for on behalf of the appellant, but those words must be read as applying to an interest in land. On p. 33 there is the following passage: "The rule is stated in the same way by Sir James Wigram in his most elaborate judgment in *Jones* v. *Smith* (1 Hare 60). If a person purchases an estate which he knows to be in the possession of another than the vendor, he is bound by all the equities which the party in such occupation may have in the land, and referring to the authorities which I have mentioned he adds 'for possession is *primâ facie* evidence of a seisin in fee.'" That shews the extent of the rule. It is obvious in the present case that the appellant's claim for damages for breach of contract was not an interest in the land, or such an equity as would bind the plaintiff as mortgagee. The decision of Bankes, J., was perfectly right, and the appeal would therefore be dismissed.

BUCKLEY, L.J., was of the same opinion. The mortgagee as mortgagee was entitled to the reversion, and was entitled to enforce the payment of rent, and could have distrained for the arrears of rent. It was said that the appellant had a right of set-off because the damages claimed were in respect of the breach of a covenant to do something on the land. The rule is that where a purchaser finds a tenant in possession of the land he must give effect to that tenant's interest in the land, whatever it may be. But that rule is confined to the interest of the tenant in the land. The breach of covenant here created no incumbrance on the land, and the damages sustained were not therefore within the principle.

PHILLIMORE, L.J., was of the same opinion.—COUNSEL, *Hohler*, K.C., and *G. F. Mortimer*; *J. D. Crawford* and *Harold Simmons*. SOLICITORS, *Herbert Reeves & Co.*; *Jenkinson, Owen, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

LLOYD *v.* **MIDLAND RAILWAY CO.** No. 1. 20th Jan.

WORKMEN'S COMPENSATION—AVERAGE WEEKLY EARNINGS—CONCURRENT CONTRACT OF SERVICE—RULE OF COMPANY REQUIRING EXCLUSIVE SERVICES OF WORKMAN—EMPLOYMENT IN SPARE TIME—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SCHEDULE I. (2) (B).

A platelayer employed by a railway company was also engaged each evening at a weekly wage as check-taker at a theatre. The rules of the company required all its workmen to devote themselves exclusively to the company's service.

Held, that this was a regulation binding on the workman during his regular hours of work, that it was not part of the contract between the workman and the company that he should not be at liberty to earn anything in his spare time, and that the earnings from the theatre were under a concurrent contract of service within Schedule I. (2) (b), and must be added to the wages received from the company for the purposes of computing compensation for accident.

Appeal by the employers from an award of the county court judge at Liverpool. The applicant was a platelayer, earning 21s. a week, employed regularly between 6 a.m. and 5.30 p.m., and met with injury by accident in the course of his employment in April, 1913. He had entered the company's service in January, being then and at the date of the accident employed each evening as a checker for the gallery at a local theatre, taking tickets while the audience were being admitted, and helping to keep order in the gallery during the performance, for which he was paid 7s. a week. The applicant contended that his employment at the theatre was under a concurrent contract for service, and that compensation ought to be ascertained on the basis of total earnings of 28s. a week. The railway company objected that under its rules the applicant was not entitled to engage in any trade or other employment, and that his work at the theatre was unknown to the company and a breach of the rules, and therefore that his earnings from that source ought not to be taken into consideration. Rule 1 (which was not referred to in the court below) stated that all persons employed by the company must devote themselves exclusively to the company's service. The county court judge held that the earnings from the work at the theatre ought to be taken into consideration, and the company appealed.

EVANS, P., giving judgment first at the request of the Master of the Rolls, said that the learned judge below had decided that he was bound to take into account earnings in a concurrent service in estimating the average weekly earnings under the Act. At the time when the workman entered the service of the railway company he was already engaged in work which it had been admitted was done under a contract of service. The case in the court below was fought on rules 11 and 243, but on appeal it was contended, in addition, that rule 1 determined the rights of the parties. Unfortunately, that rule was never brought to the attention of the county court judge, but if it had been, evidence would, no doubt, have been called by the applicant to prove that his employment at the theatre was well known to the railway company, and in that case it could not have been successfully contended that the earnings in the concurrent service could not be taken into account. The real question was whether rule 1 prevented the operation of the clause in Schedule I. on which the case turned. There was no limitation as to the nature of the employment in that clause, and the words must be construed in their ordinary sense. His lordship, having read the clause, proceeded. The policy of the Legislature was, up to a certain percentage, to give the workman compensation in respect of his earnings in contracts of service. It was admitted that the man earned 21s. a week under the railway company, and equally regularly 7s. a week from the theatre, or 28s. a week in all; that was his full earning capacity. It was said that rule 1 was part of the contract between the parties. His lordship doubted that very much; it was more like an instruction or regulation, and so it was called. What it meant was, reading it fairly, that all persons employed by the company must, while in the company's service and during the hours of their employment, devote themselves entirely to the railway company's work. They must not, in those hours, do any other work, such, for instance, as canvassing for an insurance company. But the railway company had no right to interefere with the applicant at all in the hours when he was not actually engaged in his duties. It was true that, according to some of the rules, he was expected in the case of emergency to be ready at the call of the company to come and render such assistance as he might. That did not mean that he was always to hold himself in such place and in such condition as to expect an emergency, so that he could be summoned at any moment to any place where an accident had occurred, but it was in evidence that he might leave the theatre at any time if required by the company in an emergency. On the broad ground that the workman was engaged in a concurrent contract of service in which he earned 7s. a week, and that he was entitled to do so, notwithstanding anything contained in the rules, so long as he did not neglect his regular work, his lordship thought that his earnings in that contract must be added to those in the other service in order to ascertain the proper compensation. Therefore, although rule 1 was not called to his attention, the learned judge came to a right decision upon the materials before him, and the appeal would be dismissed with costs.

EVE, J., who observed that the contract with the company was not one for the workman's exclusive service, delivered judgment to the same effect, and

COZENS-HARDY, M.R., concurred.—COUNSEL, *Crawford*; *Rigby Swift*, K.C., and *Bodel*. SOLICITORS, *Beale & Co.*; *W. P. Allen*, for *R. Mills Roberts*, Liverpool.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

GOTOBED *v.* **PETCHELL.** No. 1. 22nd Jan.

WORKMEN'S COMPENSATION—APPLICATION FOR REDEMPTION OR DIMINUTION OF WEEKLY PAYMENT, OR BOTH COMBINED—RIGHT TO WITHDRAW APPLICATION FOR REDEMPTION BEFORE HEARING—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SCHEDULE I. (16), (17).

An application for an award under the Workmen's Compensation Act, 1906, may be withdrawn at any time before the hearing by the party making it upon payment of the costs incurred by the respondent.

Calico Printers' Association *v.* Booth (1913, 3 *K. B.* 652), *explained.*

Appeal by the employers from an award of the county court judge at Downham Market, Norfolk. The workman, a farm labourer, met with a serious accident in the course of his employment in January, 1912, and received half wages by agreement for nearly a year. Payment having been stopped, he applied for an award, which was made on the 8th of January, 1913. On the 22nd of August, 1913, the employer, in the belief that the man had largely recovered from the effects of the accident, and was capable of light work, filed a request for arbitration in an alternative form "with a view to redemption and/or diminution of the weekly payment." Before the hearing the employer filed a notice of withdrawal of the application so far as it related to redemption. On the hearing of the application the county court judge held that the decision in *Calico Printers' Association* v. *Booth* (1913, 3 K. B. 652) precluded the employer from withdrawing the application for redemption, once he had filed it, and ordered the weekly payment to be redeemed on payment of £150; but in the event of his decision on this point being wrong, stated the amount to which the weekly payment ought to be diminished.

COZENS-HARDY, M.R.—This is an appeal from the decision of his honour Judge Mulligan, and raises a curious point. An application was made by the employer for a diminution of the weekly payment which had been made under an existing award—diminution and/or redemption. I assume, without deciding it, that that form was not open to objection. After that was filed the workman put in an answer and objected to it, and before the matter came on for hearing the employer gave notice in writing, as follows: "Take notice that the applicant in this arbitration withdraws his application so far as it relates to the question of redemption." It was contended that the employer could proceed on the application for diminution. When it came before the county court judge he took the view that there was something in the recent decision of this court in the case of the

Calico Printers' Association v. *Booth* (*supra*), which said that an application for redemption cannot be altered or withdrawn. It has been frankly admitted by Mr. Hollis Walker, who has said everything that can be said in this case, that *Booth's case* decided nothing of the kind. It only decided this, that when there is an application to redeem, when evidence is taken, when the case is heard out and the county court judge thinks that X pounds is the proper sum, he cannot make his award in the form that if the employer chooses to pay X pounds he may; he must under those circumstances make a positive award for X pounds. That is the first, last and sole effect of that judgment. The county court judge seems to have thought that, but for his inaccurate view of *Booth's case*, it would be quite reasonable to follow the natural interpretation of the words in the case of *Dixon* v. *Patten* (120 L. T. News, 170) in the Irish Court of Appeal. There there was an application for redemption, and when it came before the county court judge the applicant said he did not wish to proceed, and he did not open the case. The county court judge dismissed the application, and the Court of Appeal said the procedure was a formal application, and the party who set it in motion had a right to withdraw, like any other litigant had, upon paying the costs that the other side had incurred. The county court judge here very wisely made an award in an alternative form: if his award for £150 cannot be maintained, then he states the figure by which the amount ought to be diminished. I think, with great respect to his honour, that this judgment cannot be sustained, and that the view of the Irish Court of Appeal is right, and that the appeal must be allowed, so that there is no award for redemption, but there is simply an award for diminution.

EVANS, P., and EVE, J., concurred.—COUNSEL, *Hollis Walker*, K.C., *D. N. Pritt* and *H. Claughton Scott*; *Sankey*, K.C., and *Shakespeare*. SOLICITORS, *Wm. Hurd & Son*, for *Dudley S. Page*, King's Lynn; *Field, Roscoe & Co.*, for *Sadler & Woodwark*, King's Lynn.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* THOMAS CROOK'S TRADE-MARK APPLICATION.** Joyce, J. 15th and 16th Jan.

TRADE-MARK—REGISTRATION—"SWANKIE"—OPPOSITION BY OWNERS OF REGISTERED MARK "SWAN"—CALCULATED TO DECEIVE—DISSIMILARITY—TRADE-MARKS ACT, 1905 (5 ED. 7, C. 15), SS. 11, 19.

The owners of a trade-mark, consisting of a device of a swan, in connection with the word "swan," opposed the registration of the word "swankie," in conjunction with a similar class of goods, on the ground that the use of such mark would cause confusion and be calculated to deceive.

Held, that there was no connection or possibility of confusion between the two marks, and that the application to register ought not for that reason to be disallowed.

The applicant sought to register the word "swankie," in respect of a detergent in class 47. Messrs. Lever Bros. (Limited) opposed the registration, on the grounds that the opponents were the owners of a registered trade-mark, consisting of a device of a swan, in combination with the word "swan," which word and device had been extensively used, both in the United Kingdom and abroad, in connection with goods of the opponent's manufacture, which were the same kinds of goods as those to which the applicant's mark was proposed to be applied. The use of the applicant's mark, therefore, in connection with such goods would cause confusion and be calculated to deceive, and would cause the applicant's goods to be mistaken for and passed off as goods of the opponents' manufacture. The comptroller acceded to the application, and granted registration of the mark. The opponents appealed to the court, and contended that there was not sufficient distinction between the applicant's mark and the registered mark of the opponents to prevent confusion and deception. For the applicants it was contended that the opponents were not entitled to the exclusive use of the word "swan," which, by itself, did not constitute their registered trade-mark, but that, apart from that, there was no similarity between the two marks, either in respect of appearance or pronunciation. The words "swank" and "swankie" were well-known words, rhyming with "rank" and "lanky," and occurred in the works of Scott and Burns.

JOYCE, J., in the course of his judgment, said that he did not apprehend the position to be that the opponents had a monopoly in the word "swan," but, apart from that, the question for him to decide was whether the use of the proposed mark would cause confusion or be calculated to deceive. There was no question at present of that arising, because the mark had not yet been used. His lordship had come to the conclusion that there was not really the slightest connection between the two marks, nor between the two words, "swan" and "swankie," and there could, therefore, be no possibility of any confusion or danger of deception. There was no reason for disagreement with the decision of the comptroller, and the opponents' application must accordingly be refused with costs.—COUNSEL, for the opponents, *T. R. Hughes*, K.C., and *Sebastian*; for the applicant, *W. E. Bousfield*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *Simpson, North, Harley, & Co.*, Liverpool; *Smiles & Co.*, for *J. H. Cooper*, Manchester.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Bankruptcy Cases.

***Re* ALLIX. *Ex parte* THE OFFICIAL RECEIVER.** Horridge, J. 19th and 26th Jan.

BANKRUPTCY—DEED FOR BENEFIT OF CREDITORS GENERALLY—REGISTRATION—DEEDS OF ARRANGEMENT ACT, 1887 (50 & 51 VICT. C. 57), S. 5.

Where a deed of assignment for the benefit of creditors is expressed to be for the benefit of those creditors whose names are set forth in the schedule thereto, that does not exclude other creditors who are not so named from coming in under the deed, nor prevent it from being a deed for the benefit of creditors generally.

Application by the official receiver, as trustee in the bankruptcy, for directions as to whether he should deal with a sum of £5,042 10s. 2d., as forming part of the property of the bankrupt divisible among his creditors, or whether that sum or any part thereof should be paid over to the trustee of a deed of assignment for the benefit of creditors executed on the 21st of April, 1893. A receiving order was made against the bankrupt on the 22nd of May, and he was adjudicated bankrupt on the 11th of August, 1900. The trustee was released on the 23rd of September, 1902, and the official receiver thereupon became trustee *ex officio*. At that date no assets had been realised, and the fund now in question had come into existence on the death of the bankrupt's mother in September, 1910. The bankrupt had never obtained his discharge. On the 21st of September, 1892, some of the creditors of the bankrupt were invited by letter from the bankrupt's then solicitors to attend a meeting of "the principal creditors," which was held on the 22nd of September, when a resolution was passed, signed by eight creditors, that a letter of licence be executed to continue until the death of the bankrupt's mother, that interest at 10 per cent. on the debts should run until that event, and that the debtor should insure his life to the amount of the debts. On the 21st of April, 1893, the deed of assignment in question was executed. The creditors "whose names are set forth in the schedule hereto" were stated to be parties to the deed. The creditors whose names were so set forth amounted to 13 in number and £6,892 in value. In an affidavit sworn shortly afterwards with a view of registering the deed five other creditors, £2,496 in value, were mentioned. There were four other creditors, £5,395 in value, who were nowhere mentioned and were never communicated with. Of the 18 creditors mentioned in the schedule and affidavit only 13 signed the deed. The deed was never registered under the Deeds of Arrangement Act, 1887. By the deed the bankrupt assigned a policy of insurance for £7,000 on his own life, and covenanted to stand possessed in trust for the creditors as and when the same should become receivable "of all monies or other property to be derived by appointment, will or intestacy" from his father or mother. Under her father's will the bankrupt's mother had power to appoint among her children a certain sum in such shares as she might by deed or will appoint, or in default of appointment it was to be divided equally between them. There were only two children—the bankrupt and his sister. By her will the mother appointed the residue of the fund to the bankrupt, which amounted to £2,614. The remainder of the fund in dispute was made up of, firstly, one-third of the proceeds of the sale of a house in Brussels, which had belonged to the bankrupt's father, who died in 1894, leaving all his property to his wife; secondly, one-third share of the mother's personal effects in Brussels. These two items passed to the bankrupt as "légitime" under Belgian law, of which no testamentary disposition could deprive him. Counsel for the official receiver contended, first, that the deed was void for want of registration; secondly, that if the deed were good, the £2,614 was not property in existence at the date of the deed, or at the commencement of the bankruptcy, but a mere possibility which did not pass to the trustee under the deed; thirdly, still assuming the deed to be good, the Belgian property did not come to the bankrupt "by appointment, will or intestacy," but by Belgian law, and was not within the terms of the deed at all. The fact that only certain creditors were named in the schedule did not prevent the deed being for all creditors and not merely for those named; *General Furnishing Co.* v. *Venn* (32 L. J. Ex. 220); *Boldero* v. *London Discount Co.* (5 Ex. D. 47); *Hadley* v. *Beedom* (1895, 1 Q. B. 646); *Re Rileys & Co.* (1903, 2 Ch. 590); *Re Saumarez* (1907, 2 K. B. 170); *Hedges* v. *Preston* (85 L. T. 847). The £2,614 was not validly charged before the bankruptcy; it was only a mere possibility, and not a vested interest capable of being charged: *Collyer* v. *Isaacs* (19 Ch. D. 342); *Ex parte Nichols, Re Jones* (22 Ch. D. 782); *Wilmot* v. *Alton* (1897, 1 Q. B. 17); *Ex parte Clough, Re Reis* (1904, 2 K. B. 769). Counsel for the trustee under the deed contended that the deed was limited to the creditors named therein, and it had been described by the bankrupt's solicitor as a "deed for certain creditors," and by the bankrupt himself on his public examination in 1900 as "for pressing creditors." The four creditors for £5,395 outside the deed had never been even informed of the deed, much less invited to come in under it, but were designedly left out. He relied on *Re Saumarez* (1907, 2 K. B. 170). As to the £2,614, the covenant to stand possessed of this sum when receivable in trust for the creditors made the trustee in the deed a secured creditor in the bankruptcy; the sum had become receivable during the bankruptcy and the trustee was entitled to it: *Re Clarke*, *Coombe* v. *Carter* (36 Ch. D. 348), *Collyer* v. *Isaacs* (19 Ch. D. 342) was different, for there the bankrupt had got his discharge before the property became receivable. As to the Belgian property, he contended that that came to the bankrupt by intestacy.

HORRIDGE, J., after stating the facts, said: This case raises two very

difficult questions, the first being whether this assignment is a deed for the benefit of creditors generally, and so requires registration under the Deeds of Arrangement Act, 1887; or whether it is a deed for the benefit only of the creditors named in the schedule and certain others named in the affidavit whom it is said the deed is intended to benefit. It is true that long after the execution of the deed it was described in a letter written by the bankrupt's solicitor as a deed for "certain creditors," and by the bankrupt himself in his public examination as a deed for "pressing creditors." I do not think these long subsequent statements ought to guide me when the facts at the time do not show any intent to exclude other creditors if they choose to come in. I must look at the deed itself to see whether it is for creditors generally or for a class. There are two good examples of deeds in the cases of *General Furnishing Co.* v. *Venn* (32 L. J. Ex. 220) and *Re Saumarez* (1907, 2 K. B. 170). The first of these shows that if the creditors are described as "we whose names and seals are hereunto subscribed and set, being severally and respectively creditors," these words, although they identify the names in the schedule, do not limit the deed to those named persons, but give a description which entitles other creditors to come in. It is true that this decision turns on the question whether the deed came under the exception in section 7 of the Bills of Sale Act, 1854 (17 & 18 Vict. c. 36), but it does decide that the deed is one for the benefit of creditors generally, and it was taken as so deciding by Byrne, J., in *Re Rileys & Co.* (1903, 2 Ch., at p. 596). I have been able to obtain a copy of the deed in *Re Saumarez*, and that on the face of it is obviously limited to a class. I am therefore of opinion that this deed is one for the benefit of creditors generally and void for want of registration. The trustee in bankruptcy must therefore succeed on the whole of the case; but had the deed here been valid, I am of opinion, on the second part of the case, that the £2,614 would have gone to the trustee of the deed under the decision in *Re Clarke* (36 Ch. D. 348); but as to the Belgian assets that they did not come "by intestacy," for by that is meant by the Statutes of Distribution in default of a will being made, whereas these assets came by right under the Belgian law. There must be a direction to the trustee to deal with these assets as if they formed part of the property of the bankrupt divisible among his creditors.—COUNSEL, *F. Mellor; E. W. Hansell.* SOLICITORS, *Tarry, Sherlock, & King; G. Robins.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **RYAN.** 12th Jan.

CRIMINAL LAW—REGISTERED MEDICAL PRACTITIONERS—WILFULLY MAKING FALSE CERTIFICATE UNDER AN ACT RELATING TO THE REGISTRATION OF DEATHS—REGISTRATION OF BIRTHS AND DEATHS ACT, 1874 (37 & 38 VICT., C. 88), S. 20 (2)—PERJURY ACT, 1911 (1 & 2 GEO. 5, C. 6), S. 4 (1) (*b*).

A registered medical practitioner wilfully makes a false certificate, under or for the purposes of an Act relating to the registration of births or deaths within the meaning of section 4 (1) (*b*) *of the Perjury Act*, 1911, *where at the time he makes the certificate he knows that he is making false statements in a document which purports to be a certificate under the Registration of Births and Deaths Act*, 1874, *and which could be used under that Act, although the person stated to be dead is alive, and the practitioner has never attended such person, and does not intend that the certificate should be handed to a person required by the Act of* 1874 *to give information concerning the death.*

This was an appeal by a registered medical practitioner from a conviction under section 4 (1) (*b*) of the Perjury Act, 1911, for wilfully making a false certificate under or for the purposes of an Act relating to the registration of births or deaths, *i.e.*, the Registration of Births and Deaths Act, 1874. By section 4 (1) of the Perjury Act, 1911: "If any person . . . (*b*) wilfully makes any false certificate or declaration under or for the purposes of any Act relating to the registration of births or deaths . . . he shall be guilty of a misdemeanour. . . ." By section 20 of the Registration of Births and Deaths Act, 1874: "With respect to certificates of the cause of death, the following provisions shall have effect. . . . (2) In case of the death of any person who has been attended during his last illness by a registered medical practitioner, that practitioner shall sign and give to some person required by this Act to give information concerning the death a certificate, stating to the best of his knowledge and belief the cause of death. . . ." It appeared that the appellant had signed seven false certificates of death, which were false to his knowledge. The documents purported to be certificates, made under the Registration of Births and Deaths Act, 1874, and could have been used under that Act. But the persons to whom the certificates purported to relate were not dead, though the appellant had been informed that they were, and the appellant had never attended them in any illness. He did not intend to hand the certificates to a person required by the Act of 1874 to give information concerning the deaths. In fact, it appeared that the appellant gave the certificates at the request of an officer of the insurance company, intending that they should be handed to the company as "cover certificates," upon which the company would pay claims and policies on the lives of persons to whom the certificates purported to relate. The appellant contended on appeal that he had not "wilfully" made a false certificate, either under or for the purpose of the Act of 1874; for the persons referred to in the certificates had not been attended by the appellant in any illness, and were not dead. Further, they had not been handed to a person required by the Act of 1874, to give information concerning the death, and were not made for that purpose.

Lord READING, L.C.J., delivered the judgment of the court (RIDLEY and BAILHACHE, JJ., with him), in the course of which he said that the appellant was a doctor in practice. He had given seven certificates of death, which were all in the usual form issued for use by members of the medical profession. The certificates were in a book, and were originally attached to counterfoils. By those certificates the appellant certified that he had attended each of these persons during their last illnesses, giving the dates; that he had found them suffering from certain specified diseases, and that these diseases had been the cause of death. In fact, the appellant had never attended these persons, and they were not dead; indeed, they had all given evidence at the trial of the appellant. It was said that the appellant had signed these certificates that they might be used as "cover" certificates, to enable an insurance company to pay claims on policies of life insurance. The appellant had received the sum of twenty-seven pounds for making these seven and certain other certificates. As to these facts, there was indeed no dispute. The learned counsel for the appellant had contended that on these facts his client ought not to have been convicted of wilfully making a false certificate, under or for the purposes of an Act relating to the registration of births or deaths, *i.e.*, in this case, under section 20 (2) of the Registration of Births and Deaths Act, 1874; and he further said that the summing up, in which the jury were told that the appellant could be so convicted, was wrong. The contention was that the word "wilfully" in section 4 of the Perjury Act, 1911, means, not only "intentionally," but "intentionally under the Act relating to the registration of births and deaths," *i.e.*, in this case, the Act of 1874, and that if the jury had taken the view that the appellant had given these certificates, which were not only false, but false to his knowledge, for the purpose of their being used as cover certificates, and not for the purpose of being in any way used under the Act of 1874, the jury were entitled to find that he had not wilfully made a false certificate under the Registration of Births and Deaths Act, 1874, within the meaning of section 4 (1) (*b*) of the Perjury Act, 1911. That was, in substance, the point that had been so ably put before them. But, notwithstanding its ingenuity, they were unable to accept the contention that had been put forward. Section 4 (1) (*b*) dealt with a false certificate made "under or for the purposes of any Act relating to the registration of births or deaths." The appellant had been convicted of wilfully making a false certificate of death, "under" the Registration of Births and Deaths Act, 1874. The court had come to the conclusion that the view taken by Mr. Justice Avory, who presided at the trial, was right—namely, that the word "wilfully" in the section meant "intentionally" in the sense that, for the appellant to be convicted, it must appear that, at the time he gave the false certificate he knew he was making a false statement in a document which purported to be a certificate under an Act relating to the registration of births and deaths, and which could be used under such an Act. The appeal, therefore, must be dismissed.—COUNSEL, *F. R. Merriman; Gordon Hewart*, K.C., and *Comyns Carr*, SOLICITORS, *Russell & Russell*, Bolton; *The Director of Public Prosecutions.*

[Reported by C. G. MORAN, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **THE LAW CAR AND GENERAL INSURANCE CORPORATION.**
Astbury, J. 9th Dec.

INSURANCE—COMPANY IN LIQUIDATION—WORKMAN—EMPLOYEE OF COMPANY—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7 C. 58), S. 5—ASSURANCE COMPANIES ACT, 1909 (9 ED. 7 C. 49), S. 17.

Section 17 *of the Assurance Companies Act*, 1909, *was held to be applicable where a claim by an employee of a colliery company under the Workmen's Compensation Act*, 1906, *was made in the liquidation of the corporation, who had agreed to indemnify the colliery company, who had themselves subsequently gone into liquidation, in respect of a claim under that Act, and it was held that an employee could only lodge a claim for* 75 *per cent. of the capital value of the amount to which he was entitled in the liquidation of the guarantor corporation.*

This was a summons in winding-up taken out by one Gilchrist, who had been an employee of a certain colliery company, which company had a policy of insurance with the Law Car and General Insurance Corporation, whereby that corporation agreed to indemnify the colliery company against all sums which should become payable by the colliery company under or by virtue of the provisions of the Workmen's Compensation Act, 1906. On the 29th of August, 1910, Gilchrist met with an accident arising out of and in the course of his employment in the colliery, and four months later the Law Car and General Insurance Corporation went into liquidation—*i.e.*, on the 20th of December, 1910. The colliery company went into liquidation in 1912. Gilchrist lodged his claim for £979, being the value of an annuity of £46 per annum. The liquidator admitted the claim to the amount of £697 11s. 7d., which was a sum calculated on the value of the annuity of £46, but deducting 25 per cent. in accordance with the provision to that effect in the Assurance Companies Act, 1909 (9 Ed. 7 c. 49), s. 17; this enacts that, where an assurance company is being wound up, the value of the policy shall be

estimated as provided by the 6th schedule of the Act, and clause (d) of the 6th schedule, which deals with employers' liability policies, provides for the purchase of an annuity equal to 75 per cent. of the annual value of the weekly payments; and also deducting a sum of £54, which had been paid by the colliery company. The question raised by Gilchrist was whether he was entitled to the full value of the annuity as from the date of the colliery company's liquidation, or only to 75 per cent. from the date when the insurance corporation went into liquidation, and if the £54 ought to have been deducted.

ASTBURY, J., after stating the facts, said: The liability of the assurance corporation must be ascertained at the date when it went into liquidation. The 25 per cent. deduction under section 17 of the Assurance Corporation Act, 1909, is quite properly made by the liquidator, but he should not have deducted the sum of £54 paid by the colliery company.—COUNSEL, *H. J. Robertson; Maugham*, K.C., and *Hildyard*. SOLICITORS, *Rawle, Johnstone, & Co.*, for *Pearce & Ellis*, Wigan.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **DE CRESPIGNY'S SETTLED ESTATES.** Astbury, J. 10th Dec.

SETTLED LAND—EXPENDITURE OF CAPITAL MONEYS—AUTHORISED IMPROVEMENTS—OPERATION INCIDENT TO SECURING THE BENEFIT OF WORKS—CONVERSION OF LAND INTO BUILDING LAND—ERECTION OF ESTATE OFFICE—SETTLED LAND ACT, 1882 (45 & 46 VICT., C. 38), S. 25.

Where a settlement authorised the conversion of vacant land into building land, the Court authorised the expenditure of the sum of £250 out of the capital moneys of the estate in the erection of a small estate office, not actually on the estate itself, but on a convenient site near the station, applying the maxim laid down in the case of Re Mundy and Roper's Contract (1899, 1 *Ch.* 275, *at p.* 289), *that it is the duty of the Court to construe the Settled Land Acts "in a spirit of wise and reasonable liberality," and holding that this expenditure could be brought within the words of section* 25 *of the Settled Land Act*, 1882, *as an "operation incident to or necessary or proper . . . for securing the full benefit of any of those works or purposes."*

This was an originating summons to decide whether capital moneys of a settled estate could be expended in the erection of an estate office necessary to the development of a particular part of the estate, consisting of vacant land, which it was sought to develop for building purposes. The life-tenant in possession, who was supported in his application by the life-tenant in remainder and the trustees, proposed to convert a large piece of vacant land at Camberwell into building land, and in connection with such enterprise it was absolutely necessary to have a small estate office, in which the agent for the estate could do his work. There was no house available on the estate, and it was proposed to build a convenient office, for use and not for residence, not on the vacant land, but on a piece of land near the station, useless for any other purpose, but very convenient for this purpose. It was proposed to erect a strong, permanent building, which would last many years, at a cost of about £200, and this was an application that the cost of such erection might be allowed out of capital. Counsel for the life-tenant in possession did not contend that the proposed erection would fall *per se* within the works or purposes directly authorised by any of the improvement clauses of section 25 of the Settled Land Act, 1882, but he submitted that the Court would construe such improvement as coming within the opening words of the section as an "operation incident to or necessary or proper . . . for securing the full benefit of those works or purposes." He cited *Re Mundy and Roper's Contract* (1899, 1 Ch. 275), where Lord Justice Chitty said, at p. 289, in reference to the Settled Land Act: "The object is to render land a marketable article, notwithstanding the settlement. Its main purpose is the welfare of the land itself, and of all interested therein, including the tenants, and not merely the persons taking under the settlement. The Act of 1882 had a much wider scope than the Settled Estates Acts. The scheme adopted is to facilitate the striking off from the land of the fetters imposed by settlement; and this is accomplished by conferring on tenants for life in possession, and those considered to stand in a like relation to the land, large powers of dealing with the land by way of sale, exchange, lease, and otherwise, and by jealously guarding those powers from attempts to defeat them or to hamper their exercise. . . . The Act of 1882 and the subsequent Acts ought then to be construed by the Court with regard to these broad principles and in a spirit of wise and reasonable liberality." He also referred to *Re Houghton's Estate* (1885, 30 Ch. D. 102), and *Re Lord Gerard's Settled Estate* (1893, 3 Ch. 252), and said that in the case of *Re Earl de la Warr's Settled Estates* (1911, W. N. 171) Eve, J., allowed the expenditure of £2,500 out of capital moneys on the erection of a golf club house, but in an earlier case, before Swinfen Eady, J., that judge had declined to allow the expenditure of capital moneys on the erection of a cricket pavilion: *Re Orwell Park Estate* (1904, 48 SOLICITORS' JOURNAL, 193).

ASTBURY, J., after stating the facts, said: I will endeavour to construe this Act in the "spirit of wise and reasonable liberality" inculcated by Lord Justice Chitty. I do not think the present facts arose in either *Re Houghton's Estate* or *Re Lord Gerard's Settled Estate* (*ubi supra*); nor do I think that it is necessary for me in the present case to consider why a pavilion should have been considered essential to a golf course in *Re Earl de la Warr's Case*, and allowed, and that a pavilion should not have been considered essential to a cricket ground, and accordingly disallowed in the *Orwell Park Case*. In this case the vacant land may be converted into building land under the settlement, and it is to my mind obviously necessary for securing the full benefit of that conversion that the estate agent should have an office in which he can keep his accounts and superintend his work. I accordingly make the order sanctioning an expenditure not exceeding £200 out of capital moneys for this purpose.—COUNSEL, *Percy Vaughan; Carden Noad; Percy Wheeler*. SOLICITORS, *Gustavus; Thompson & Sons*.

[Reported by L. M. MAY, Barrister-at-Law.]

Bankruptcy Cases.

Re **WORTHINGTON.** Horridge, J. 11th Dec.

BANKRUPTCY—PROOF—CONTRACT INVOLVING PERSONAL SKILL—DEATH OF CONTRACTING PARTY—ADMINISTRATION OF ESTATE OF DECEASED IN BANKRUPTCY—CONTRACT FOR PAYMENT OF COMMISSION ON PROCURING SUBSCRIPTION FOR SHARES—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 89—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), SS. 37, 44, 125.

A contract to procure subscriptions for shares in a limited company is not a contract for personal service which is terminated by death or bankruptcy, but passes to the trustee of a deceased debtor, whose estate is being administered according to the law of bankruptcy; and a proof is admissible against the estate for damages for breach of such contract. As the prospectus of the company stated that 5,000 *shares were to be allotted to the deceased for his services in forming such company, it was held that the contract was not invalid for any infringement of the provisions of s.* 89 *of the Companies (Consolidation) Act*, 1908.

Appeal by creditors from the rejection by the trustee of a proof for damages for breach of contract. On the 30th of November, 1912, the bankrupt made an agreement in writing with the appellant creditors, who were a French company, whereby he undertook to form within seven days an English company with a capital of £105,000, divided into 100,000 ordinary £1 shares and 100,000 1s. participation shares. He further agreed to procure 25,000 ordinary shares to be subscribed at par within ten days of the date of the registration of the company, 25,000 at par by the 31st of March, 1913, and 45,000 at par by the 31st of December, 1913. In consideration of the above promises the appellants undertook that, as soon as the English company was registered, they would enter into a contract with the English company in the terms of an agreed draft; and that the bankrupt should be allowed to arrange with the English company for the issue to him of 5,000 fully-paid ordinary shares as his commission for forming the company. On the 9th of December, 1912, an agreement was entered into by the bankrupt with the English company whereby the bankrupt undertook to procure the appellants to execute an agreement with the English company within fourteen days, and in consideration therefor the English company agreed to allot 5,000 fully-paid up shares to the bankrupt. On the same date the required agreement between the appellants and the English company was executed, this being the agreed draft referred to in the agreement of the 30th of November. The appellants thereby agreed to sell to the English company certain property for 100,000 fully-paid 1s. participation shares in the English company, and a sum in cash equal to 10 per cent. of the ordinary share capital as it should from time to time be paid up, subject to the express condition that 30,000 ordinary shares in the English company should be subscribed for at par within ten days, including the 5,000 to be issued as fully paid to the bankrupt, that a further 25,000 should be subscribed in three months, and the remaining 45,000 by the 31st of December, 1913. On the 10th of December the English company was registered with the agreed capital to adopt and carry into effect the two agreements of the 9th of December. By article 10 the company was empowered to pay a commission of 10 per cent. to any person for procuring shares to be subscribed. The prospectus which was issued on the same day offered 50,000 shares at par, stated that no underwriting commission had been or would be paid, and referred to the above agreements, giving the dates thereof and the names of the parties thereto. It also stated that the bankrupt was to receive 5,000 shares for his services in forming the company. The bankrupt obtained subscriptions for the first 25,000 shares, which had to be procured within ten days of the registration of the company, but he died in February, 1913, without having obtained any further subscriptions. An order was made for the administration of his estate according to the law of bankruptcy under section 125 of the Bankruptcy Act, 1883, and under sub-section (5) thereof the official receiver became trustee. The appellants proved against the estate for £9,000 damages for breach of the contract of the 30th of November, 1912. The proof was rejected on the grounds that the contract was one which could only be carried out by the bankrupt personally, and did not pass to the trustee, and, secondly, that the three agreements formed one transaction constituting an agreement to pay a commission for procuring subscriptions for shares, and that the amount or rate per cent. of the commission agreed to be paid was not set forth in the prospectus as required by section 89, sub-section (1) (a), of the Companies (Consolidation) Act, 1908.

HORRIDGE, J., held, first, that the agreement made between the bankrupt and the appellants upon the 30th of November, 1912, was not a mere contract for personal services to be rendered by the bankrupt which terminated with his life, but was one which could be carried out by his executors or administrators. It therefore passed

to the trustee under the administration order, and a proof for damages for breach thereof was admissible against the estate. Secondly, as the prospectus did contain a statement that the bankrupt was to receive 5,000 shares for his services in forming the English company, there had been no contravention of the provisions of section 89 of the Companies (Consolidation) Act, 1908. Appeal allowed.—COUNSEL, *Clauson*, K.C., and *Gordon Brown; Gore-Browne*, K.C., and *Stiebel*. SOLICITORS, *Bristows, Cook, & Carpmael; Waterhouse & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Societies.

The Law Society.

GENERAL MEETING.

A general meeting of the Law Society was held at the society's hall, Chancery-lane, on Friday, the 23rd inst., Mr. Walter Trower (president) taking the chair. The following members of the Council were among those present:—Sir Charles Elton Longmore, K.C.B. (Hertford), (vice-president), Mr. Charles Edward Barry (Bristol), Mr. John Wreford Budd, Mr. Richard Stewart Cleaver (Liverpool), Mr. Alfred Henry Coley (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Alfred Davenport, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Thomas Eggar (Brighton), Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. John Roger Burrow Gregory, Mr. John Waller Hills, M.P., D.C.L., Sir Henry James Johnson, the Hon. Robert Henry Lyttelton, Mr. John Wessley Martin (Reading), Mr. Philip Hubert Martineau, Mr. Robert Chancellor Nesbitt, Mr. William Henry Norton (Manchester), Mr. Arthur Copson Peake (Leeds), Sir Albert Kaye Rollit, LL.D., D.C.L., Litt.D., Mr. Charles Leopold Samson, Mr. Richard Stephens Taylor, Mr. William Melmoth Walters, Mr. Robert Mills Welsford, and Mr. William Howard Winterbotham; Mr. S. P. B. Bucknill (secretary), and Mr. E. R. Cook (assistant secretary).

PRESIDENT'S ADDRESS.

The president said: It has been suggested to me that in view of the Lord Chancellor's Real Property and Conveyancing Bills, which so largely affect the interests of our profession, I should take this opportunity of delivering a short address to you. I wish that the task had fallen to the lot of someone better able to perform it than I am, but as you have done me the honour to elect me as your president, an honour which I appreciate most deeply, I must do my best to fulfil the task.

MR. ELLETT.

May I, however, in the first instance, allude to the death of my friend, the late Mr. Ellett, who, perhaps, better than anyone else, would have been able to explain and elucidate these Bills. Mr. Ellett's loss is universally deplored. His great services to our profession, however much we may appreciate them, cannot be adequately acknowledged.

LEGAL EDUCATION.

Before dealing with these Bills it will not, I hope, be inappropriate if I briefly review the work of the Council in promoting legal education. It is their object to enable every student, whether in London or in the provinces, to have the means of a systematic training in the principles of law throughout the period of his articles of clerkship. For the London student the School of Law, started in 1903 under the able guidance of Sir Albert Rollit, is provided, and for the student in the provinces tuition is given at local universities or schools. Where a student is not in reach of any of these centres tuition is given through correspondence, and thus, throughout England and Wales, there is no student who cannot, if he will, obtain efficient instruction. The Council make, through local bodies which are entirely composed of solicitors, grants to universities and schools at the following centres: Birmingham, Brighton, Bristol, Cardiff, Hull, Leeds, Leicester, Liverpool, Manchester, Nottingham, Sheffield, and Swansea. Care is taken that, as far as possible, the teaching at the local centres is co-ordinated with that of London; and the student who comes up to London for the last year of his articles is enabled to take up tuition there in continuation of that which he has received in the provinces, so that there may be no break in his studies. In London we have a principal and director of legal studies, Mr. Jenks, two readers, one lecturer, and five tutors. The fees charged for tuition in London do not exceed £3 15s. a year for clerks of members of the Law Society, and £4 10s. a year for clerks of non-members, for the intermediate examination, and £5 10s. and £7 respectively for the final examination. The course of studies is arranged to provide the necessary tuition for students who enter for the intermediate, final and honours examinations, and to equip them with a thorough training in the principles of law. Classes are also arranged to provide tuition for those seeking university degrees, and for those who are enrolled under the order recently made by the Master of the Rolls, whereby students who, before being articled, have attended for at least one teaching year the lectures and classes of the school in London, have given proof that they have profited by such attendance, and have also passed a prescribed examination, may be admitted after four years' service under articles. The lectures and classes are given and held between the hours of 4 and 7 p.m., so that they may not interfere with the initiation of the student in the practice of his future profession; the Council laying peculiar stress on the necessity that study of the practice and principles of the law should go hand in hand. The precepts spring to life in the example; the dead letter becomes the living word. The sum spent on legal education amounts to about £6,000 a year, and includes large grants to the local centres which I have enumerated, and substantial payments for studentships and prizes; but it does not include the heavy expenses incurred in providing class and lecture rooms, social rooms, stationery, printed matter, and other requirements for what is practically a well-equipped school of law within the society's building. That the efforts of the Council have been appreciated by those whom they were designed to benefit is shown by the fact that, since 1903, 1,458 students have directly availed themselves of it. It is not possible to give exact figures for the country centres; but, inasmuch as the annual attendance at such centres is over 400, it will be seen that the society's efforts reach a substantial proportion of articled clerks. It is still the hope of the Council that the efforts of Sir Robert Finlay to found a school of law in London, of which the Inns of Court and the Law Society should be constituent colleges, may be renewed and crowned with success; but in the meantime it is their hope that the profession will support and further the efforts I have briefly described. I cannot leave the subject without paying a tribute to the great ability and energy with which Mr. Jenks has not only conducted the school in London, but has also kept in touch with the tuition provided in the provinces.

REAL PROPERTY AND CONVEYANCING BILLS.

I now turn to what is the chief and more important subject of my address—namely, the Real Property and Conveyancing Bills. The Lord Chancellor's Bills are two in number. The first is the Real Property Bill, which may be considered under three heads. In the first place the Bill deals with amendments to the Settled Land Acts, most of which are contained in the Settled Land Bill of 1912 promoted by the Law Society. The vexed question of compound settlements is dealt with, enlarged leasing powers are given to tenants for life, and the objects for which capital money may be applied are extended. Tenants for life are enabled to raise money for improvements, and the improvements authorized by the Acts are largely increased. Other amendments of a more or less technical character are introduced, and all the amendments appear to me to be desirable, if not necessary. In the second place, the Bill converts copyholds into freeholds, abolishes special customs of descent, such as Gavelkind and Borough English, and converts leaseholds renewable in perpetuity into terms of 2,000 years. It is proposed that, as from the commencement of the Act, every parcel of copyhold land should be enfranchised and become freehold land, the lord and the steward of the manor being compensated in manner provided by the Bill. I think that we shall all agree that, if conveyancing is to be made more simple and less expensive, all land in England must be held by the same tenure—that is, freehold tenure—and must be subject to the same law of descent and methods of alienation, and that, although copyhold and customary tenures have been of great value, and closely and picturesquely associated with the history of our country, they have served their purpose, and are now, so far as business transactions in land are concerned, obsolete. It will be in your recollection that in 1908 the Council reported in favour of the abolition of the customs of Gavelkind and Borough English, and all other customs affecting the descent of land, and introduced a Bill with that object, the short title of which was the Special Land Tenures Bill. The abolition of perpetually renewable leaseholds, and their conversion into tenures of 2,000 years, is rendered necessary if the Lord Chancellor's Bills are to be carried into effect as a whole. In the third place, the Bill makes certain amendments of the general law and of the Land Transfer Acts. These amendments do not extend or accelerate the operation of the Land Transfer Acts. They were all included in the recommendation of the Royal Commission, and I shall refer to them again later on. The second of the Lord Chancellor's Bills is the Conveyancing Bill, and, before discussing its objects, it may be well for me briefly to refer to the efforts which have been made since the Fines and Recoveries Act to simplify the title to and the transfer of land. These efforts may be grouped under two heads, and represent, if I may say so, two schools, each advocating its own system—namely, (1) transfer by deed without registration; (2) registration of title and transfer on the register.

TRANSFER BY DEED.

As regards the first, I will briefly allude to some of the Acts which have been passed since the year 1833, the date of the Dower Act and the Fines and Recoveries Act. I need not do more than refer to the Real Property Act of 1845, and to Lord St. Leonards and Lord Cranworth's Acts, passed in the years 1859 and 1860, because the provisions in those Acts, though a great advance at the time, have for the purposes of land transfer been superseded by the Conveyancing Acts. The Vendor and Purchaser Act of 1874 was mainly directed to simplify title by, among other things, reducing the length of abstracts, making certain recitals evidence, and providing a simple and inexpensive method for obtaining the decision of the courts on the various questions which frequently arise under contracts for the sale and purchase of land. The Conveyancing Act of 1881, the object of which, as stated in the title, was to simplify and improve the practice of conveyancing, and to vest in trustees, mortgagees and others, various powers commonly con-

ferred by provisions inserted in settlements, mortgages, wills and other instruments. The effect of this Act was not only to reduce the length of the abstract and the consequent investigation of title, but also to render the form of deeds of conveyance more simple and concise. The Settled Land Act of 1882, the principal objects of which were to vest in the tenant for life, or other limited owner in possession, power to sell the settled land, to manage it to the best advantage by applying capital money for necessary improvements, and to let it or deal with it in the same manner in which a prudent owner in fee simple would deal with his estate in the best course of management. The Land Transfer Act of 1897, which, in effect, provides that unsettled land shall devolve to and become vested in the legal personal representative of a deceased owner. The Lord Chancellor's Conveyancing Bill is, I venture to think, the logical outcome of the Acts I have briefly referred to, and it is founded on a Bill prepared by the late Mr. Wolstenholme, on the instructions of the Law Society. Mr. Wolstenholme had previously, in a paper read by him in 1862 before the Juridical Society, thus stated his proposition: "My proposition is this, that, after a certain date, no person entitled to the legal fee simple should be allowed to make any disposition thereof, except to the extent of the whole fee, or for a term of years absolute." And he stated his three proposals in the following words: "(1) That the legal fee should not be cut up into lesser estates of freehold, or into estates for years determinable on lives. (2) That as regards a *bonâ fide* purchaser every person should be deemed to have an absolute power of disposition over every estate, legal or equitable, vested in him. (3) That a real representative be constituted."[2] In 1894 Mr. John Hunter, the then President of the Law Society, suggested a somewhat similar scheme to that of Mr. Wolstenholme, and, in his presidential address, pointed out that if land on the death of its legal owner were made to vest in his personal representative, and the Statute of Uses were repealed, the expense of providing pedigrees would be avoided; and he suggested that the owner of land should have the same absolute right as between himself and a purchaser to make a good title to and sell land in the same way that the owner of stocks and shares had those rights. It was in consequence of this address that the Law Society instructed Mr. Wolstenholme to settle the Bill of 1897. The objects of the Lord Chancellor's Conveyancing Bill may be stated in the words of the memorandum prefacing the Bill prepared by Mr. Wolstenholme. The following is an extract from the memorandum: "The Bill proceeds on the lines of the reform carried out with complete success by the late Earl Cairns in the Conveyancing Acts and Settled Land Acts. By virtue of the Settled Land Act, 1882, tenants for life have power to sell and convey any settled land, the purchase-money being retained to answer the trusts, and purchasers obtain a clear title freed from the trusts. This principle was not new. It had always been acted upon as regards land held upon trust for sale by the trustees of money settlements. Such land was always so conveyed as to keep the trusts off the title. This has hitherto also been the case as regards land held for a term of years which cannot be conveyed with successive interests, but only for an entire estate. The same principle applies, and is still more familiar, in the title to stocks and shares where trusts do not concern a purchaser or mortgagee, and each transfer passes the whole property absolutely. The scheme of the Bill is to extend the principle to all land. It provides that as to all land every transfer shall convey the whole fee simple or an absolute term of years, so that the market title will be an absolute title free from trusts, and a purchaser or mortgagee will be concerned only to acquire the market title in the whole fee simple or term of years. Each successive owner of a fee simple or of a term of years will have an absolute power of disposition similar to the power of sale now given by statute to mortgagees, and will be able to make a complete title. All trusts will be removed from the title, which will be reduced to a series of simple transfers of absolute interests. The object of the Bill, therefore, is to ensure that as to all land the title, for the purpose of sale and mortgage, shall be simple and absolute, and that trusts and other rights and claims, including death duties and other Government duties, shall be kept off the market title, and shall form a second title, not concerning a purchaser or mortgagee." The Conveyancing Bill, accordingly, in the opening section enacts: "After the commencement of this Act land shall not (except as authorized by this Act) be capable of being disposed of so as to transfer or create any estate other than an estate in fee simple in possession or a term of years absolute to take effect in possession not later than twelve months after the date of its creation. After the commencement of this Act all other estates and interests now capable of being created in land shall not (except as aforesaid) be capable of being created otherwise than by means of a trust, but estates and interests so created may be protected by cautions or inhibitions as provided by this Act." And the Bill divides interests in land into three classes: (1) Proprietary estates, that is, estates in fee simple or terms of years. (2) Paramount interests, such as, for example, land charges under the Land Charges Acts, tithes, rights of light and other easements, and the rights of occupiers; subject to all of which the purchaser will buy. (3) Subordinate interests, freed from which the purchaser will buy and which may be protected by trusts, cautions and inhibitions.

Registration of Title and Transfer on the Register.

I must now refer to the second system, namely, registration of title and transfer on the register. The first effort to establish a register of title was made by Lord Chancellor Westbury in the year 1862, when the Land Transfer Act of that year was passed. The Act was not compulsory, and the delay and expense of proving a title under it were so great that it practically became a dead letter. In 1875 Lord Cairns' Land Transfer Act was passed. Registration was not compulsory under this Act, and, like that of Lord Westbury, it did not meet with success, only twenty-eight registrations having been made during the first two years of its existence. The Land Transfer Act of 1897 amended Lord Cairns' Act of 1875, and resulted in registration of land being made compulsory throughout the county of London (including the city of London). The Act is not compulsory outside the county of London, and outside the compulsory area it has shared the fate of Lord Westbury's and Lord Cairns' Acts. Under the Land Transfer Acts, 1875 and 1897, not only conveyances to purchasers, but also mortgages, settlements and easements are registered, and provisions are made for the protection of unregistered interests by notice, caution and inhibition. These Acts did not meet with the approval of either branch of our profession, and, in the year 1908, a Royal Commission was appointed to consider and report on their working. On the 19th of January, 1911, the Commissioners issued their final report. This report contains thirty-one recommendations for the amendment of the Acts, and gives expression to the conclusion of the Commissioners that if, after sufficient experience of the system embodied in those Acts as modified by their suggested amendments, it is found to work satisfactorily in the existing compulsory area, Parliament should be invited to consider the gradual extension of compulsion to the rest of the counties. It will be seen that, if the Lord Chancellor's Bills become law, the two systems of (1) registration of title and transfer of the fee simple on the register, and (2) of transfer by deed of the fee simple without registration will be put upon their trial; the one in the county of London, the other in the rest of England. The Bills are so framed as to give both systems a fair and impartial trial. I have not attempted to comment on the suggestions that have been made to form a register of land similar to a register of stock, but I may perhaps be permitted to point out that, owing to the essential difference between stock and land, some investigation of title must, under any circumstances, be necessary. One sum of stock is precisely similar to another of the same denomination, and if a wrong transfer is made by the registrar he can make good his mistake by purchase in the market; whereas no two pieces of land are the same; each parcel must be particularly described, and if a mistake is made it cannot be rectified. Land is subject to occupation, as distinct from ownership, to rights of way, easements, and other paramount charges such as those mentioned in the Conveyancing Bill. The surface, and the minerals under the surface, are often held under distinct titles. All the rights and incidents of each particular parcel of land must be the subject of inquiry before its true value can be ascertained, and a purchaser or mortgagee can be satisfied. The question of the comparative advantage of the two systems—namely, registration and transfer by deed—turns, in a great measure, but not entirely, on the question of expense, and this question can only be solved by experience. A transfer under the Conveyancing Act will, like a transfer under the Land Transfer Acts, be a simple conveyance from A to B. Under both systems a true description of the land must be given, its value must be ascertained, and the same duties be paid to Government, and under both systems professional assistance will in almost every conceivable case be required. The system promoted by the Conveyancing Bill has this merit, that it avoids fees to and attendances at the Land Registry Office, and, to use the words of Mr. Osborne Morgan's Committee of 1878, it respects "the preference which Englishmen, as a rule, feel for managing their own affairs in their own way, and their dislike of having to run the gauntlet of more or less stringent official scrutiny upon every fresh dealing with their property, aggravated in the case of applications for registration of an absolute title by the fear of its resulting in the detection of a flaw in their title." As far as I am personally concerned, I can cordially recommend both Bills to you for your favourable consideration, but whether or not you find them acceptable, I think we shall all agree that we are greatly indebted to the Lord Chancellor, not only for the matter which the Bills contain, but also for the manner in which they have been framed, and the time which has been given for their due consideration. The Lord Chancellor, himself an expert, has introduced changes in and amendments to the law which have the great merit of following and carrying into effect expert legal opinion. The time at my disposal renders it impossible for me either to criticise the details of the Bills or to give more than a mere outline of their purport, and I can only express a hope that the whole of our branch of the profession will unite in making them as perfect and effective as possible.

Resolution of Provincial Law Societies.

At a meeting of the Provincial Law Societies, held on the 15th inst., the following resolution was passed:—"That, having regard to the circumstances stated in the memorandum recently prepared by the Land Transfer Committee of the Law Society, and to the memorandum prefacing the two Bills, this meeting, without pledging itself to details, recommends that the principles embodied in the Real Property and Conveyancing Bills introduced into the House of Lords by the Lord Chancellor in July, 1913, be supported by the profession, subject to the suggestion made by the Council of the Law Society, that the Lord Chancellor be asked to incorporate the two Bills in one, being complied with." It will be seen that this resolution was passed after taking into consideration a memorandum prepared by the Council for

the information of the Provincial Law Societies, which dealt with the Bills on their merits, and which contained the following resolution :—"That, in the opinion of the Council, the Lord Chancellor should be asked to incorporate the Law of Real Property and Conveyancing Bills into one Bill, and that in the event of this being done the Council are prepared to support the Bill, subject to such amendments with regard to details as may upon further consideration appear to be desirable. Further, that the Bills be referred back to the Land Transfer Committee with power to confer with the Provincial Law Societies, and to take such steps in the matter as they may consider to be proper." I am glad to find that the opinion of the Provincial Law Societies coincides with the recommendations which I have ventured to submit to you in my address. The Council are considering the details of the Bills, and are in communication with the Lord Chancellor on the subject, and will in due time issue their report to the societies. The subjects dealt with in my address are now open to discussion, but I must ask you to confine the discussion of the Real Property and Conveyancing Bills to principles, and not to details. We shall be glad to receive from the London members and consider any criticisms which they may have to make, and provincial members will no doubt send in their criticisms to their own societies.

Mr. J. S. RUBINSTEIN (London) said that, as he had a motion on the paper of business dealing with one of the subjects touched upon in the President's address, he felt that, in view of what the President had said, any discussion at the present moment upon his motion might have results contrary to what one might wish. The President had brought forward various matters which were fit subjects for consideration. His (Mr. Rubinstein's) difficulty was that, at the present moment, he had not had an opportunity of considering fully the President's remarks at leisure. He should like to move :—"That a copy of the President's address be sent to the members of the society, and that the subject of land transfer, as dealt with by the Conveyancing Bill of 1913, be considered at the next meeting of the society, or at a special meeting convened for the purpose." He thought it would be much more useful if the members had time to consider the address of the President, which dealt with so very important a subject. He would suggest also that the members should be favoured with a copy of the memorandum of the Land Transfer Committee, which the Provincial Law Societies had had before them when they passed the resolution.

The PRESIDENT : That is in lieu of your resolutions?

Mr. RUBINSTEIN said that he did not know that. It depended upon what might take place. Of course, if this present motion was accepted his resolutions would drop.

Mr. F. BRINSLEY-HARPER, C.C. (London) seconded the motion.

Mr. C. G. MAY (London) said he should like to make some remarks before that resolution was put to the meeting. The Council had suggested that the society should approve in principle these Bills, if they were amalgamated. He did not gather the reasons that had induced the Council to come to the conclusion that no portion of Bills such as these were might be proceeded with with advantage. He could well imagine that, dealing with the subject of copyhold law, or the amendment of the Settled Land Act, it might be of great advantage to the profession. There would be time to deal with the whole of these. But it might be a very great advantage to the public and the profession if one of these subjects were dealt with exhaustively and completely. He did not see any reason why those two Bills should be required to stand in toto, or to fall in toto. It seemed to him that there were a number of provisions in each of those Bills which were of the greatest value, and even if they got a quarter of them passed into law it would be a great help. He saw no reason why it should be one thing or nothing at all.

Mr. CHARLES FORD (London) said he could not but acknowledge the great trouble the Council had taken in the matter and the excellent and valuable consideration which the Provincial Law Societies had bestowed upon the question. But, at the present moment, here was one body of the profession which had apparently been ignored, the London members of the society.

The PRESIDENT said he had stated in his address that the Council were going to issue their report to the members the moment they were in a position to do so. They had been in communication with the Lord Chancellor's committee and with the Lord Chancellor himself on the details of the Bills, and, as soon as these details had been settled and the amendments the Council considered necessary provided for, the Council would at once report to the members of the society.

Mr. RUBINSTEIN said he did not wish to commit the society to the views of the President before they had had an opportunity of discussing the subject.

The PRESIDENT : They are my views alone.

Mr. RUBINSTEIN said he should like it made clear that the members of the society would have a full opportunity of discussing the matter before they were committed to the views of the Council.

The PRESIDENT put the resolution : "That a copy of the President's address be sent to the members of the society, and that the subject of land transfer, as dealt with by the Conveyancing Bill of 1913, be considered at the next meeting of the society, or at a special meeting to be convened for the purpose."

The motion was carried.

LEGAL EDUCATION.

Mr. FORD said that, referring to the report which the Council had issued in regard to legal education, and which had no date—it was entitled "Legal Education Committee Report on the Working of the Society's Present System of Legal Education since its Management in 1903"—he saw that it said, "It will be seen by reference to the foregoing totals that at the present time upwards of 700 articled clerks throughout the kingdom are benefiting directly by the expenditure of the Council's educational funds." He was sorry he could not point out where it was shown that so many had derived benefit. It seemed to him that there was some mistake, and that some of the students had been counted twice over. They probably came up for examination and got plucked, and then came up again, so that they were counted twice. But that was one man, not two.

The PRESIDENT said he would look into the matter. But he would remark that the statistics given were very carefully prepared by Mr. Jenks and his clerk, and checked by the cashier's statement. He thought that as far as his address went they might be taken as correct.

Mr. FORD said he was not referring to the President's address, but to the report of the Legal Education Committee.

COUNSEL'S FEES.

Mr. BRINSLEY-HARPER, in accordance with notice, moved the following resolution : "That, in view of the failure of the negotiations between the Law Society and the Bar Council (which this meeting regrets) the Council do now, in the interests of the public, take all necessary steps to get altered the existing rule of practice that the fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel." He said he had put his motion down on the paper of business by reason of what he had read in the report of the Bar Council, and also because of the statement which had appeared in the public press that the negotiations had fallen through. He thought it right that the society should do something in the matter. He had just received a letter from the President that these negotiations had been renewed. He (Mr. Brinsley-Harper) thought, therefore, that it was not desirable to discuss at the present moment the relations between junior and senior counsel. He proposed, therefore, to ask the meeting to allow him to postpone his resolution until the next general meeting. He did not desire to say anything further. If any member of the solicitor branch of the profession would read the Bar Council's report with reference to the subject, he was sure he would feel that solicitors were not treated in a way which they thought proper. It was a most disappointing document to those who felt that something ought to be done to remedy the grievance of which solicitors complained. He did urge that the members of the deputation who——

The PRESIDENT, interposing, said he thought the meeting had better not go further into the matter at present. The members of the committee who were dealing with the subject were in friendly communication with the Bar Council, and he should deprecate any discussion which reflected on the attitude of the bar in connection with the matter. It was very undesirable at the present moment.

Mr. BRINSLEY-HARPER said he quite appreciated the value of the President's remarks. But he hoped the members of the society would have an opportunity of discussing what was proposed before the deputation agreed to the propositions. It was a perfect farce if one or two gentlemen on the Council of the society were going to meet and settle the matter, and the general body of members were not to be asked to consider the subject fully. The members were the Law Society, after all, and it would be rather a sorry day for them if the Council came and said, "We have agreed as to what is to be the practice," and the members should have had no opportunity of expressing their views on the subject. He had read what were the views of the deputation of the Society, and they did not take up his point. The point he wanted to make was that there should be a definite rule of practice, or of professional etiquette, on the subject. He wanted the present rule altered, and he thought that the solicitors were the best judges of what ought to be the practice. But he was most anxious that it should not be permitted that one or two gentlemen on the Council should meet the Bar Council, and should come to some agreement with which the members of the Society might not be in accord. He asserted that the matter ought to be settled once for all, and he asked the meeting to allow him to postpone his motion to the next general meeting.

The meeting agreed to the suggestion.

GRAND JURIES—LONG VACATION—RETIREMENT OF JUDGES.

Mr. CHARLES FORD moved, in accordance with notice, the following resolution :—"That it be referred to the Council to consider and report to the next April general meeting as to whether any, and if so what, representations should be made by the Society to the Government upon the following points :—(a) The abolition of grand juries; (b) the reduction or abolition of the Long Vacation; (c) retirement of judges from the High Court of Justice under an age limit." He felt quite sure, he said, that his motion would receive the unanimous support of the meeting, because it was merely a reference to the Council to consider certain matters. He was most anxious to be deferential to the Council in the matter, and he did not think he could possibly have worded his resolution more carefully. He simply asked that the Council should consider the subject, and that they should tell the members the decision at which they had arrived on these matters, upon which he thought they ought to take some action. With regard to the question of the retirement of the judges, for instance, there had been, as they knew, a Royal Commission which dealt with that question, among other

matters, and some very eminent men had given their opinions. The present Solicitor-General, amongst others, had made remarks of a very scathing character with regard to the advanced age of some of the judges and the inability of some on the bench. He spoke, however, with the greatest deference—every judge was, like Cæsar's wife, above suspicion, always right, and always anxious to do his utmost to administer justice. But action should be taken, especially when the views of such distinguished lawyers as those who had given evidence before the Royal Commission were considered. Then, with regard to the Long Vacation; as far back as 1866 it had been said that the Long Vacation was something that ought to be got rid of, but that there was no necessity for getting rid of holidays. It would be enough for him to quote the opinion upon this subject of Lord Loreburn when Lord Chancellor. He said he was not sure he was not almost revolutionary about the Long Vacation, and that he could not understand why the business of the law courts should be stopped by the vacation; that he would not for a moment deny anyone his holiday, but he thought that he should take it at a proper time, and that he should like to see the courts sitting practically continuously, taking care that the judges and other gentlemen interested should have no curtailment of their appropriate holiday. In the United States of America all the judges had equally long, if not longer, holidays, than the judges of the High Court here, but their courts were never closed at all.

Mr. Edmund J. R. Beal (London) seconded the motion.

Mr. Baruch Cohen (London) said that, not having taken any part in a discussion at a general meeting for many years, he was sorry that he should find himself in opposition to Mr. Ford. He did feel on this subject of the Long Vacation, about which so much had been said at various times which was unjustifiable, that its discussion ought to be put a stop to once for all. It was not reasonable that the Long Vacation should be attacked, as it so often was. In the case of busy offices, where some fifteen or twenty clerks were employed, it would be impossible to arrange for their holidays if the Long Vacation were curtailed in any way. And the shortening of the Long Vacation would not be in the interest of the public. Of course, they were there primarily to look after the interests of the solicitor branch of the legal profession, but the interests of the solicitors were the interests of the public. It was not in the interest of the public that they should have their litigation conducted by tired and jaded men, or by tired and jaded clerks in their offices. It was essential that solicitors should have their holiday, and their clerks also, in order that they should be fit to attend properly to the business of litigation. Therefore, he hoped there would be no further attempt to get rid of the Long Vacation or to curtail it in any way. While he was opposed to any attack upon the Long Vacation, he did not feel but that some graceful concession might be made to Mr. Ford in his own special line, and the Society might have, perhaps, two or three meetings during the Long Vacation, and so satisfy Mr. Ford.

The President said the meeting was no doubt aware what the recommendation of the Royal Commission was.

Mr. Ford asked if the President thought it was not a matter which concerned the Society.

The President said he did not say that at all, but, before putting the motion, he thought he ought to tell the members of the society what exactly had been recommended by the Royal Commission. Their recommendation was in agreement with the recommendation of Mr. Ford's resolution that grand juries should be abolished, both at assizes and quarter sessions. As regarded the second of Mr. Ford's recommendations, they recommended that the Long Vacation in the King's Bench Division should be reduced to two months, from the 1st of August to the 1st of October, for the judges, and, for the offices, from the 10th of August to the 19th of September. With regard to Mr. Ford's third recommendation, they also agreed with it. They recommended that the judges should retire at the age of seventy-two, unless requested by the Lord Chancellor to stay on. That was the present position of the recommendations of the Royal Commission.

The motion was negatived.

Thanks to President.

Sir Charles E. Longmore, K.C.B. (Hertford, vice-president) moved a vote of thanks to the President for his most able address. He had touched upon two matters of great interest to the profession, namely, education and land transfer. Ever since the time when Sir Albert Rollit, when he was president of the society, took the great interest which he did in the subject of education, his successors had followed in the same direction. And it was very interesting and gratifying to hear of the great success which had been attained. With regard to the subject of land transfer, whatever their individual views might be as to the proper policy of the profession at the present moment, on two points they were all agreed. The first was their extreme good fortune in having a Lord Chancellor to deal with the matter who really did understand the question under his consideration. And the second was in having a President of the society who was also, as his address had shewn, thoroughly conversant with all matters relating to the law of real property and conveyancing.

Mr. Rubinstein seconded the motion. He said he had been in the habit of attending the provincial meetings of the society for a great number of years, and he assumed that the address of the President would have been in ordinary course read at the provincial meeting for the year. Unfortunately, last year no provincial meeting had been held. He was sure a unanimous vote of thanks would be accorded to the President for his address. He hoped the provincial meetings would continue to be held. He mentioned the matter because he did not know what had been done this year in regard to holding it as usual.

The motion was carried with acclamation.

United Law Society.

A meeting of the above society was held on Monday, the 26th of January, at 3, King's Bench-walk, Temple, E.C.

Mr. J. W. Weigall moved, "That this house approves of the Government's urban land proposals." Mr. Graham H. Mould opposed. The following gentlemen also spoke: Messrs. A. T. Settle, J. Bale, N. H. Aaron, H. Rolleston Stables, S. E. Pocock, and T. Aynes. The motion was lost by one vote.

The Union Society of London.

The thirteenth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 28th inst. Mr. Bright was in the chair. Mr. Critchley moved the following motion: "That in the opinion of this House all hereditary peerages should be gradually abolished." Mr. Safford opposed. There also spoke: Mr. Emery, Mr. Stables, Mr. Counsell, Mr. Greig, Mr. Willson, Mr. Easton, Mr. Phillips, Mr. Craufurd, Mr. Kingham, Mr. Butler, Mr. Hole. The motion was lost.

The Bar Council.

The following twenty-nine candidates have been nominated for election to fill the twenty-four vacancies on the Bar Council caused by the retirement of one-half of the Council in accordance with the regulations. The election will take place during the week ended the 7th of February:—

Mr. P. O. Lawrence, K.C., Mr. J. Scott Fox, K.C., Mr. N. Micklem, K.C., Mr. Montague Shearman, K.C., Mr. George Cave, K.C., M.P., Sir Reginald Acland, K.C., Mr. A. M. Langdon, K.C., Mr. A. F. Peterson, K.C., Mr. George Elliott, K.C., Mr. F. A. Greer, K.C., Mr. J. A. Hawke, K.C., Mr. George Borthwick, Mr. Arthur H. Poyser, Mr. E. W. Hansell, Mr. C. Ashworth James, Mr. H. W. Disney, Mr. C. F. Lowenthal, Mr. H. F. Farrant, Mr. Barnard Lailey, Mr. Frank Newbolt, Mr. Owen Thompson, Mr. E. Percival Clarke, Mr. W. D. Mathias, Mr. G. C. Rankin, Mr. L. H. Barnes, Mr. L. G. Hoare, Mr. Linton T. Thorp, Mr. W. Cleveland-Stevens, and Mr. G. E. W. Bowyer.

The New London Sessions House.

Drawings of the New Court House at Newington for quarter sessions business, which have been approved by the Home Secretary and the Standing Joint Committee, were, says the *Times*, available for the inspection of members of the London County Council at its weekly meeting on Tuesday. A report from the Local Government Committee states that the building will contain four floors. The lower ground floor will be occupied chiefly by the cells and other accommodation for the prisoners, the remaining space being used for storage rooms, records, and for the public refreshment room. On the principal floor, which is about 6 ft. above the courtyard level, there will be a large public waiting hall, two courts for criminal business, and one for civil business, a reference library, rooms for the chairman and deputy-chairman of quarter sessions and various officials, and offices for licensing, assessment, and other business. On the first floor will be rooms for the grand jury and the jury in waiting, and a committee room and other offices. On the second floor there will be common rooms for the justices, the bar and solicitors, and kitchen and office accommodation. The rooms on the upper floors will be served by passenger lifts. The fronts to the principal forecourt and Union-road will be faced with Portland stone, and all the walling at the back and the remaining flank will be finished with plain stock brick. The roofs will be slated. Internally, the finishings will be simple and substantial. Panelling will be introduced in the courts and in some of the more important rooms, but generally the walls will be plastered.

The equipment of each court will provide for a bench of twenty magistrates and seats for a spare jury in addition to the usual accommodation. The dock in each court will communicate with the cell corridors by means of four staircases—that is, an "up" and "down" stair for each sex. The building will be warmed throughout by a low-pressure hot-water system, and the ventilation of the cells and the courts will be provided for by open windows and air-gratings supplemented by electrically-driven fans.

The main entrance to the building will be from the principal forecourt. The entrance for prisoners will be from the yard in Avonmouth street, and the entrances to the assessment offices in Union-road. Having regard to the size and character of the building, the committee suggests that only selected firms of known capacity should be invited to tender for the work; and, as the building is required to be provided with the least possible delay, it recommends that alternative prices for completing the work in twelve, sixteen, and twenty-one months be obtained.

Trustee Securities in 1913.

As a record, says the *Times* in its "Commercial Supplement" of the 6th inst, of the trustee securities that have been actually put on the market during the past year the list of Stock Exchange special settlements is an official and reliable guide. A special settlement marks the date from which a security becomes purchasable or saleable in the Stock Exchange in the ordinary way for the regular accounts. Reference to the list shows that special settlements have occurred during the year in the following trustee securities:—

Date of Special Settlement.	Borrower.	Description of Stock.	Amount.
Jan. 16 ..	Western Australia..	4½ stock, 1942-62	£1,000,000
„ 30 ..	New South Wales	4½ stock, 1942-62	3,000,000
Feb. 7 ..	Tasmania	4½ stock, 1940-50	1,300,000
„ 21 ..	Queensland	4½ stock, 1940-50	2,000,000
April 17 ..	New Zealand	4½ stock, 1948-63	3,000,000
May 9 ..	South Africa..	4½ stock, 1943-63	4,000,000
„ 23 ..	Western Australia..	4½ stock, 1942-62	2,000,000
June 13 ..	Madras and S. Mahratta Railway	4½ Guaranteed Deb. stock, 1938	2,500 000
Sept. 4 ..	South Australia	4½ stock, 1940-60	1,000,000
„ 4 ..	New South Wales	4½ stock, 1942-62	1,500,000
Oct. 24 ..	Victoria	4½ stock, 1940-60	2,000,000
Nov. 3 ..	Canada	4½ stock, 1940-60	3,000,000
Dec. 18 ..	Western Australia..	4½ stock, 1942-62	1,000,000
			£27,000,000

Thus, with one exception—an Indian railway stock—all the new trustee securities put on the market during the past year have been issued by Colonial Governments. Not a single home security—Government, municipal, railway, or water—appears among the special settlements of 1913. True, some British Government securities, such as Irish Land and Local Loans stocks, are issued from time to time, but the fact that none of these stocks figures among the special settlements, or new official quotations, indicates that any such issues have been made privately to Government Departments or the National Debt Commissioners, and for that reason cannot be regarded as an addition to the bulk of trustee securities available for the general public. Similarly, any private or local issues of water companies' stocks for which a special settlement on the London Stock Exchange is not sought scarcely come within the scope of the real market for trustee securities.

This statement shows that during the past year practically the whole of the benefit conferred upon borrowers as a result of the existing provisions of the law relating to trust investments has been enjoyed by the Colonies.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on the 26th inst.:—

LINCOLN'S INN.—W. Payne, Certificate of Honour, C.L.E., Hilary, 1914, London Univ.; V. E. Bruno; D. D. Sassoon, St. Catharine's Coll., Camb., B.A.; W. A. Renner; J. G. Craufurd, Univ. Coll., Oxford, B.A.; J. S. Hutcheon; A. AE. Richards; J. A. C. Skinner (Indian Civil Service, retired); A. Wilson; W. G. Hart, LL.D.Lond.

INNER TEMPLE.—W. A. Keen, B.A., Oxford, certificate of honour, Michaelmas, 1913; H. McKinnon Wood, M.A., Oxford, certificate of honour, Hilary, 1914; O. Newmark, B.A., Camb., certificate of honour, Hilary, 1914; G. M. Dundas-Mouat; A. G. R. Hicks, B.A., Oxford; G. P. Chapman, B.A., Oxford; J. M. Naylor, B.A., Camb.; F. J. Tucker, B.A., Oxford; G. O. W. Willink, B.A., Oxford; F. W. H. Roulston, B.A., Oxford; F. Rönnfeldt, B.A., Camb.; A. M. Carr-Saunders, M.A., Oxford; L. B. Tillard, B.A., Camb.; W. H. C. Rollo, B.A., Camb.; V. J. H. Eliott, Oxford; W. H. L. McCarthy, M.A., M.D., Dublin, D.P.H., Oxford; M. Johannes, Camb.; J. G. L. Soames, B.A., Oxford; G. R. Macdonald, B.A., Oxford; H. F. E. Loos; E. H. Rhodes, M.A., Camb.; T. H. W. Chitty, B.A., Oxford; J. H. Bowe, M.A., Camb.; G. H. G. M. Cartwright, B.A., Oxford; H. V. Sewell, B.A., Camb.; M. Waliulhuq; C. Bruce; W. S. Levinson, B.A., Univ. of Wales; D. L. Finnemore, B.A., Oxford; C. Coley, B.A., LL.B., Camb.; C. L. Baillieu, B.A., Oxford; W. L. Jack, B.A., Oxford.

MIDDLE TEMPLE.—C. Gallop, LL.B. Lond., University Law Scholar, 1912, Certificate of Honour and Studentship, Hilary, 1913, Barstow Law Scholarship, Hilary, 1914; M. F. P. Herchenroder, Certificate of Honour and Studentsip, Hilary, 1914; H. A. Fagan, B.A., Cape, LL.B. Lond., Certificate of Honour, Hilary, 1914; S. Preston, Certificate of Honour, Easter, 1913; P. R. Bennett, LL.B. Lond.; S. E. Macassey, B.A., Dublin; M. McGuirk, LL.B. Lond., Joseph Hume, Scholar in Jurisprudence, 1910; B. C. Hoskins; W. D. Coleridge, B.A.Oxon; R. J. Hayfron; A. W. E. Wort; L. I. de Montagnac; C. Gandy, B.A., Oxford; G. T. Peall, M.A., Oxford; H. L. Robinson; W. H. Hall, B.A., Oxford; R. Scott, M.B., Ch.B., Glasgow; R. A. Powell, B.A., Oxford; H. C. Waldo, M.R.C.S.Eng., L.R.C.P.Lond.

GRAY'S INN.—L. C. Hannays, certificate of honour, Trinity, 1913, Trinidad Government scholar; J. B. Stonebridge, Joseph Hume scholar in jurisprudence, Univ. Coll., 1907; W. F. Lutter; S. Samson; W. H. Ambrose.

The foregoing list does not include the names of barristers who will apparently not practise in England.

University College, Cardiff.

At a smoking concert held on Thursday, the 22nd of January, at the Park Hotel, Cardiff, Mr. Bertram Jacobs in the chair, steps were taken for the formation of an association of the past and present students of the law classes of the University College, Cardiff. It was resolved that such an association be formed, to be called the Bractonians. The following officers were elected: President, Mr. Bertram Jacobs; hon. secretary and treasurer, Mr. Frank F. Annear; committee, Messrs. A. T. Davies, N. L. Harris, F. A. Lewis, D. P. Rees, and E. H. Richards.

Law Students' Societies.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' DEBATING SOCIETY.—The eighth ordinary meeting of this society was held in the Law Library on Thursday, the 22nd of January, at 8 p.m., H. J. H. Hawken, Esq. (solicitor), presiding. The subject for debate was the following "Law Notes" moot:—"Swiveller agrees to take an assignment from Quilp of the lease of a house. After the date of the contract and before completion, Quilp murders his wife in the house and commits suicide. Can Quilp's executors make Swiveller pay damages if he refuses to complete?" Mr. L. V. Holt opened the debate for the affirmative, and was seconded by Mr. B. H. Chowen. Mr. S. Burridge led for the negative, and was supported by Mr. B. E. Gill. Messrs. H. Woollcombe, B. H. Prance and E. C. T. Finch also took part in the debate. Mr. Holt having replied, the chairman summed up and put the motion to the meeting, when it was decided in the affirmative by 5 votes to 2.

Law Students' Debating Society.

At a meeting of the society, held on the 27th of January, 1914 (Mr. H. G. Meyer in the chair), the subject for debate was: "That the case of *Hewson* v. *Shelley* (1913, 2 Ch. 384) was wrongly decided." Mr. W. M. Pleadwell opened in the affirmative, Mr. H. Wilton seconded in the affirmative; Mr. E. J. Kafka opened in the negative, Mr. H. P. Clarke seconded in the negative. The following members also spoke:—Messrs. A. G. Long, N. S. Meeke, F. S. Boxall, J. W. Lonsdale, and H. W. Heath. The motion was lost by four votes.

Legal News.

Appointments.

The Right Honourable CHARLES ALFRED, BARON PARMOOR, K.C.V.O., has been appointed to be a Member of the Judicial Committee of the Privy Council, under the provisions of section 1 of the Act 3 and 4 William IV., cap. 41.

Mr. ARTHUR JACOB ASHTON, K.C., has been appointed Recorder of Manchester, in place of Sir Joseph Leese, Bart., who has resigned. Mr. Ashton is the son of Mr. Walter Ashton, of Warrington, and was born in 1855. From Manchester Grammar School he went up to Balliol with a scholarship, and obtained firsts in the two classical schools. In 1881 he was called by the Inner Temple, and took silk in 1906.

The Hon. FRANK TREVOR BIGHAM, Chief Constable in the Metropolitan Police Force, has been appointed to be an Assistant Commissioner of Metropolitan Police in place of the late Mr. Frederick Shore Bullock, C.I.E. Mr. Bigham is the second son of Lord Mersey, and was born in 1876. He was called to the bar by the Middle Temple in 1901, and was appointed a Chief Constable in the Metropolitan Police in 1909.

The Council has appointed Mr. F. D. LIVINGSTONE, B.A., formerly scholar of Peterhouse, Cambridge, and president of the Union Society, to the tutorship in common and criminal law rendered vacant by the resignation of Mr. A. M. Latter. Mr. Livingstone graduated with honours at Cambridge, and was called to the bar by the Inner Temple in 1911. He has since had successful experience as a teacher at the Working Men's College. The Legal Education Committee of the Law Society has passed a resolution expressing its appreciation of the services rendered to the Society's Law School by Mr. Latter during his nine years' tenure of office.

Changes in Partnership.

Admissions.

Mr. J. Theodore Goddard, solicitor, 5 and 6, Clement's-inn, has taken into partnership his two assistant solicitors, Mr. F. LEYDEN SARGENT and Mr. A. G. ANDERSON, and will in future carry on his practice under the style of Theodore Goddard & Company.

Mr. Freville G. Christopher (Christopher & Son), of 5, Argyll-place, Regent-street, has taken into partnership as from the 1st of January, 1914, Mr. NORMAN MCQUEEN, who has been associated with him in business for some years past. They will continue to carry on business as Christopher & Son at the same address.

Dissolutions.

GEORGE DAVID and DAVID WILLIAM EVANS, solicitors (Geo. David & Evans), St. Mary's-chambers, 117, St. Mary-street, Cardiff, in the county of Glamorgan. Feb. 28, 1913. [*Gazette*, Jan. 23.

IVOR EVANS and JAMES STEPHENS, solicitors (Asa & Ivor Evans & Stephens), Cardigan, in the county of Cardigan. Jan. 10. [*Gazette*, Jan. 27.

JOHN HENRY HUTCHINGS and LEONARD MARK KENNAWAY, solicitors (Hutchings & Kennaway), Teignmouth. Jan. 31. The said John Henry Hutchings will practise on his own account at 6, Carlton-place, Teignmouth, and the said Leonard Mark Kennaway will practise on his own account at Richmond House, Fore-street, Teignmouth.

General.

The Courts of Justice and Legal Temperance Society held a social meeting last Tuesday evening in the Old Hall, Lincoln's-inn. Mr. G. A. King, Master of the Supreme Court, presided. Music was provided by a string quartet, and short addresses were delivered by members of the society.

The *Times* understands that, owing to the age limit, Mr. William Brown is shortly retiring from the office of Assistant King's Proctor, after a service at the Treasury of over thirty-seven years. Mr. Brown, who served his articles with a firm of solicitors at Stockton-on-Tees, was admitted in 1873. For some three years he acted as assistant to the late Mr. Hart-Dyke at Doctors' Commons; on the latter's death the office of King's Proctor was transferred to the Solicitor to the Treasury. Mr. Brown was appointed to his present office on the nomination of Lord Beaconsfield, then Prime Minister.

Lord Belper presided on Wednesday at a meeting of the County Councils Association at Caxton Hall, Westminster. Following on a resolution of the Parliamentary Committee it was reported that the secretary had requested the President of the Local Government Board to receive a deputation in support of an inquiry into the whole question of the creation and extension of county boroughs. The deputation was received in private on Wednesday afternoon by Mr. Burns, and he intimated that he could not give his decision until he had received the deputation from the Association of Municipal Corporations. It was resolved to reintroduce the Local Authorities (Legal Expenses) Bill and the County Councils (Conferences) Bill in the forthcoming Session of Parliament.

Mr. Justice Atkin, speaking in Liverpool on Wednesday night before the University Board of Legal Studies, made the proposal that common law should be included in the curriculum of secondary and other schools. He stated that the general public was either frightened of law or very abusive of it, and sometimes both. This was because it knew little about law. The majority of disputes were due to laymen themselves, who were unable to state their agreements in plain words and would not employ a lawyer to express their agreements for them. The disputes that arose over Acts of Parliament were not due to lawyers, and if they were submitted to competent counsel or solicitors after their third reading they would be much better than they were now. The misconception of law and lawyers would be altered if the elementary principles of English law were spread among the people more widely. Law ought to form part of a general education, and would form a useful subject to boys of about sixteen in mental gymnastics, besides giving them knowledge which would be of great help to them in their relations with their fellow-men.

At the North London Police Court on Saturday a working woman informed Mr. Hedderwick that she was threatened with a prosecution for bigamy. She explained that thirteen years ago her husband disappeared, and all efforts to find him failed. After twelve years she married again, and last Sunday the first husband appeared and insisted on her returning to him under a threat of a prosecution for bigamy. Mr. Hedderwick having been assured that the applicant was fond of the second husband, said: "Then go and live as happily as you can with him. You may have committed an offence, but I do not think any judge would punish you."

At Worcester Assizes on the 24th inst., says the *Times*, before Mr. Justice Scrutton, Mr. William Yates, of independent means, who resides at Northwicke Hall, Worcester, was for the third time indicted for attempting to bribe a police-constable in July last. As already reported, it was alleged that when Police-constable Stafford stopped the defendant and told him he should report him for driving to the danger of the public at cross-roads, the defendant offered him half a sovereign. The defendant contended that this was not intended as a bribe, but a "tip" to induce the constable to report the case "without exaggeration." Mr. F. Smith, J.P., and Mr. Scott, Clerk to the Bromsgrove Bench, stated that the alleged attempt to bribe was not taken into consideration when the bench convicted the defendant for dangerous driving. The defendant, however, said he understood that the bench did take the alleged attempt to bribe into account. The jury, after an absence of about ten minutes, returned a verdict of "Not guilty." In discharging the defendant Mr. Justice Scrutton said he wished him to understand that the practice of giving money to policemen was extremely undesirable and dangerous, and that as far as he was concerned any man found guilty of offering money to policemen would go to prison.

At Bangor, on the 22nd inst., Thomas Ellis, chauffeur, was committed to the Carnarvonshire Assizes on a charge of the manslaughter of Alfred Jones, son of the vicar of Llandegai. It may be remembered that, while returning home from Llandegai Church with his father on New Year's night, Mr. Jones was knocked down by a motor-car driven by Ellis, and died shortly afterwards. The defence was that the affair was an accident, and it was pointed out that Ellis had been exonerated by a coroner's jury.

At Westminster Police Court on Monday, Frank D. Bourn, of Elizabeth-street, Eaton-square, was summoned for exceeding the speed-limit for motor-cars on Chelsea Embankment. He was said to have been travelling at the rate of over twenty-eight miles an hour. Seven previous convictions for exceeding the speed-limit were proved. Mr. Francis, in fining the defendant £10, said he seldom inflicted such a heavy penalty, but all previous warnings had been disregarded. The defendant: I was testing a car, sir. Mr. Francis: Test it somewhere else than in the streets of London.

At the Central Criminal Court on Monday, says the *Times*, before Judge Rentoul, K.C., Benny Kramer, nineteen, tailor, on bail, pleaded "Not Guilty" to an indictment charging him with attempted procuration of a young woman. Judge Rentoul, K.C., in his summing-up, said the vileness of such an offence could not be exaggerated. If the jury had the experience of that court that he had had for a long time they would know that there was a vast multitude of men in London living in perfect idleness on the earnings of women. He added: Nothing more dastardly than a crime of that sort can be conceived, for this reason. We are told by the various rescue societies and agencies which have investigated this matter, and are able to instruct us, that the life of a girl on the street is an exceedingly short one. Some people put the ordinary average at not more than three years, so that it means inducing a girl to commit slow suicide. Further, we are told that there is hardly such a thing as succeeding in rescue work. A girl once started in that life could not be redeemed. It is said by one high authority in connection with rescue work that unless religion and the thought of future punishment is got to act on them there is no such thing as success in rescue work, because, comparatively speaking, the money is so easily earned. The crime in itself is one that could hardly be overrated in its dastardly character. The jury found the defendant guilty, and it was urged on his behalf that he would never be able to live down the stain of the verdict. Judge Rentoul expressed his disagreement with that, remarking that he had known men who had risen to be titled people who had committed and been convicted of serious crimes in their youth. He sentenced the defendant to four months' imprisonment with hard labour.

NATIONAL PROVINCIAL BANK OF ENGLAND (LIMITED).—The annual general meeting of the National Provincial Bank of England was held on the 29th inst. Mr. M. O. Fitzgerald, who presided, stated that in 1913 the deposits had increased by about £2,000,000, and the high rates for money which had ruled throughout the year had enabled them to earn larger profits. With regard to the future, the signs were not altogether unfavourable. There appeared likely to be a strong demand for new capital throughout the year, and with savings accumulating less rapidly there should be sufficient employment for the bank's funds at lower though still, they might hope, fairly remunerative rates. The report was unanimously adopted.

NEW ZEALAND GOVERNMENT LOAN.—On another page the issue is announced of £4,500,000 New Zealand Government Four per Cent. Ten Years' Convertible Debentures, applications for which will be received by the Bank of England at the price of £100 10s. per cent.

Court Papers.

High Court of Justice—King's Bench Division.

HILARY SITTINGS, 1914.

* The Asterisk indicates the probable return of a Judge from Circuit, but the work such Judge shall take has not yet been fixed, it being impracticable with any certainty to forecast the arrangements so long in advance

Dates.	Lord Chief Justice.	Ridley, J.	Darling, J.	Channell, J.	Bucknill, J.	Bray, J.	A. T. Lawrence, J.	Pickford, J.	Lord Coleridge, J.	Schutton, J.	Barnes, J.	Avory, J.	Horridge, J.	Lush, J.	Rowlatt, J.	Atkin, J.	Mr. Cox, Eccles Harrison, K.C.
1914. Jan. 13	COURT OF APPEAL.	Divisional Court	S.J.	1 Midland Circuit	Probate, Divorce and Admiralty.	S. Eastern Circuit	1 Western Circuit	Cmmrl List	Chambers	1 Oxford Circuit	Divisional Court	N. Wales Circuit 1st Part	Bankruptcy and N.J.	S.J.	S. Wales Circuit 1st Part	Divisional Court	Western Circuit
" 14	Due notice will be given in the Daily Cause List of the date when the Lord Chief Justice will take Special Juries.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 15		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 20		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 28		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 31		"	"	"	"	"	"	"	"	"	"	"	"	C.J.	"	C.J.	"	"	"
Feb. 2		"	"	"	"	"	"	"	"	"	"	"	Railway Commission	"	"	"	"	"	"
" 14		"	"	"	"	"	"	"	"	"	"	"	"	"	"	Stafford	"	"	"
" 19		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 20		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 25		"	"	"	"	"	"	"	"	C.J. on Revise Paper	"	"	N. Eastern Circuit	N. Wales Circuit 2nd Part	"	C.J.	S. Wales Circuit 2nd Part	"	End
Mar. 4		Criminal Ct. intervening	"	N.J.	"	"	S.J.	"	"	"	"	"	"	"	"	"	"
" 7		"	"	"	"	C'mm'rl List	"	2 Midland Circuit	"	"	"	"	"	"	"	"	"
" 9		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 12		"	"	"	"	"	"	"	"	"	"	"	"	"	"	Birm'gham	"	"	"
" 14		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 16		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 25		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 30		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 31		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
April 8		"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday Feb. 2	Mr. Goldschmidt	Mr. Greswell	Mr. Bloxam	Mr. Jolly
Tuesday 3	Borrer	Bloxam	Jolly	Greswell
Wednesday .. 4	Leach	Jolly	Synge	Borrer
Thursday 5	Church	Borrer	Farmer	Synge
Friday 6	Synge	Goldschmidt	Church	Farmer
Saturday 7	Farmer	Leach	Goldschmidt	Bloxam
Date.	**Mr. Justice Neville.**	**Mr. Justice Eve.**	**Mr. Justice Sargant.**	**Mr. Justice Astbury.**
Monday Feb. 2	Mr. Leach	Mr. Farmer	Mr. Church	Mr. Borrer
Tuesday 3	Goldschmidt	Synge	Farmer	Leach
Wednesday .. 4	Church	Bloxam	Goldschmidt	Greswell
Thursday 5	Greswell	Goldschmidt	Leach	Jolly
Friday 6	Jolly	Leach	Borrer	Bloxam
Saturday 7	Borrer	Church	Greswell	Synge

The Property Mart.

Forthcoming Auction Sales.

February 8.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Policy, &c. (see advertisement, back page, this week).

February 10.—Messrs. Weatherall & Green, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 10).

February 11.—Messrs. Robins Gore & Mercer, at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, back page this week).

February 17.—Messrs. Trueman Good & Martin, at the Mart, at 2: Freehold Ground Rents (see advertisement, back pagethis week).

February 18.—Messrs. Trollope, at the Mart: Town House (see advertisement, back page, Jan 17).

February 18.—Messrs. Douglas Young & Co., at the Mart, at 2: Leasehold Ground Rents (see advertisement, back page, this week).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette FRIDAY, Jan 16.

J. D. Richardson & Co, Ltd.—Creditors are required on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to William Sparke, 24, Grainger st West, Newcastle upon Tyne, liquidator.

J. H. Barnett, Ltd.—Creditors are required, on or before Feb 12, to send in their names, addresses, and descriptions, and full particulars of their debts or claims, to Mein Wilkie, 22, Darlington st, Wolverhampton, liquidator.

Bembesi District Gold Claims, Ltd.—Creditors are required, on or before Mar 2, to send their names and addresses, and the particulars of their debts or claims, to Harold Alexander Cooke, 13, Old Jewry chmbrs, liquidator.

Cheshires Brewery, Ltd.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Theodore David Neal, 110, Edmund st, Birmingham, liquidator.

Northern Ontario Exploration Co, Ltd.—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to E. Pears, 20, Coo'hall av, liquidator.

Ross & Co (Manchester), Ltd.—Creditors are required, on or before Mar 14, to send their names and addresses, and the particulars of their debts or claims, to William Robson Clarke, 10, Norfolk st, Manchester, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan 20.

J. Jackson & Co, Ltd.—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Horace Johnston Veitch, 36, Basinghall st, liquidator.

Professional Chauffeurs' Club (of G.B. and I.), Ltd.—Creditors are required, on or before Jan 26, to send in their names and addresses, and full particulars of their debts or claims, to Joseph John Copestake, 185, Knightsbridge, liquidator.

Wiener Agency, Ltd.—Creditors are required, on or before Jan 28, to send in their names and addresses, and full particulars of their debts or claims, to Herbert William Head, Queen Anne's chmbrs, Tothill st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 23.

Calthorpe Motor Co, Ltd.—Creditors are required, on or before Feb 14, to send their names and addresses, and particulars of their debts or claims, to George William Hand and Harry Joyce, c.o. Forsyth, Bettinson & Co, 36, Cannon st, Birmingham liquidators.

Dettifoss Power, Ltd. (in liquidation).—Creditors are required, on or before Mar 25, to send their names and addresses, and the particulars of their debts or claims, to H. A. McMahon, Winchester House, Old Broad st, liquidator.

Nitrate Products, Ltd. (in liquidation)—Creditors are required, on or before Mar 25, to send their names and addresses, and the particulars of their debts or claims, to H. A. McMahon, Winchester House, Old Broad st, liquidator.

North-Eastern Commercial Motors, Ltd.—Creditors are required, on or before Jan 31, to send their names and addresses, with particulars of their debts or claims, to Arthur George Greaves, 2 St. Nicholas bldgs, Newcastle upon Tyne, liquidator.

W. J. Patchett, Ltd.—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to Harold Edgar Jenkinson, Cairns chmbrs, St. James st, Sheffield, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 27.

Haulgh Picture Palace and Skating Rink Co, Ltd. (in Voluntary Liquidation).—Creditors are required, on or before Feb 17, to send in their names and addresses, and particulars of their debts or claims, to Richard Thomas Jackson, Mawdsley st, Bolton, liquidator.

Herbert Frood Co, Ltd. (in Voluntary Liquidation).—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Horrocks, The Sovereign Mills Chapel on le Frith, liquidator.

LOMOND PARIS OIL AND RUBBER TRUST, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 12, to send their names and addresses, and particular of their claims, to Rodolph I Marsden, 18, Eldon st, liquidator
QUEENSBOROUGH DOG, GAME, AND POULTRY FOOD CO, LTD.—Creditors are required, on or before Mar 12, to send their names and addresses, and particulars of their debts or claims, to G. Alan Smith, 12 Gray's inn sq, liquidator.
ROCHDALE CARRIAGE CO, LTD., (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to James Thomas Turner, 12, Lower Tweedale st, Rochdale, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Jan. 16.

G. F. RIMMER & CO, LTD.
PUBLICATIONS PROPRIETARY CO, LTD.
BEMBESI DISTRICT GOLD CLAIMS, LTD.
BELLE VUE BUILDING ESTATE CO, LTD.
THE CALTHORPE MOTOR CO, LTD.
CHESHIRES BREWERY, LTD.
NEW ZEALAND CROWN MINES CO, LTD.
MASON, WILLIAMS & CO, LTD.
THE BRUNEI PETROLEUM SYNDICATE, LTD.
ROSS & CO (MANCHESTER), LTD.
THE STEAMSHIP LANGDALE CO, LTD.
THE S. B. M. SYNDICATE, LTD.
BRIGHT'S ELECTRIC PICTURES, LTD.
EDWIN TAYLOR & SONS CO, LTD.
THRESH'S DISINFECTOR CO, LTD.
BORNEO (DUTCH INDIES) AND SUMATRA COAL SYNDICATE, LTD.
PORTMADOC STEAM TUG CO, LTD.
PIPE SYNDICATE, LTD.
BEACON LIGHT (VALVELESS) GAS GENERATOR, LTD.

London Gazette.—TUESDAY, Jan. 20.

"BODDY" LIFE-SAVING APPLIANCES, LTD.
BAIGENTS, LTD.
CLAYTON WEST MACHINE AND GEAR CO, LTD.
INTERNATIONAL RINK OPERATING CO, LTD.
W. H. SYNDICATE, LTD.
A. W. BAYLY, LTD.
YARROW & CO (BOLTON), LTD.
NATURAL TONE ART REPRODUCTION SYNDICATE, LTD.
STORMONT & WILDE, LTD.
VERDE ANTICO MARBLE CO, LTD.
NORTHERN ONTARIO EXPLORATION CO, LTD.
WIENER AGENCY, LTD.
TAPON, LTD.
TRANSCONTINENTAL SYNDICATE, LTD.
D'ARCY SYNDICATE, LTD.
STERLING RUBBER HEEL CO, LTD.
NEW BELGIUM (TRANSVAAL) LAND AND DEVELOPMENT CO, LTD.
BRITISH AND CONTINENTAL BANKING CORPORATION, LTD.
BALLIOL HOUSE, LTD.
SATTERFIELD, BYE & CO, LTD.
ANNIE HOUGH STEAMSHIP CO, LTD.
PROFESSIONAL CHAUFFEURS' CLUB (OF G.B. & I.), LTD.

London Gazette—FRIDAY, Jan. 23.

JOSHUA WILLIAMS & CO, LTD., ABERDULAIS.
RADIUM PICTURE PLAYHOUSES, LTD.
SOUTH AMERICAN RAILWAY CONSTRUCTION CO, LTD.
NATIONAL GENERAL INSURANCE CO, LTD.
LIVERSIDGE & CO, LTD.
A. E. BAKER, (HARTPURY) LTD.
CORKETT GRAVURE SYNDICATE, LTD.
WESTRALIA UNITED GOLDFIELDS, LTD.
HUGH CLAUGHTON, LTD.
SEKONDI AND TARKWA CO, LTD.
COCONUT PRODUCE SYNDICATE LTD.
PRESSURE-CLOCK LAMPLIGHTER, LTD.
TANO GOLD, LTD.
ALPHA WHITE LIME CO, LTD.
NARBERTH GAS COKE AND COAL CO, LTD.
ETON MILLS, LTD.
RILL MILLS, LTD.
RUSSIAN OIL LANDS, LTD.
COSMOPOLITAN PROPRIETARY, LTD.
DETTIFOSS POWER CO, LTD.
NITRATE PRODUCTS, LTD.
BERKSHIRE POLO PONY AND HUNTER SYNDICATE, LTD.
TRAMWAYS THIRD PARTY ASSURANCE, LTD.
COTTISH NIGERIA, LTD.

London Gazette—TUESDAY, Jan 27.

CORNWALL TIN RECOVERY WORKS, LTD.
BROOKE-WOOD & CO, LTD.
HINDUSTANI SPECTACLE SYNDICATE, LTD.
SOUTHWARK PARK BREWERY, LTD.
MOYLETTS STORES, LTD.
HARRIS GAS STOVE CO, LTD.
NATIONAL LIVE STOCK INSURANCE CO, LTD.
W. PRENTICE & CO, LTD.
THE ARK RING SPINNING CO, LTD.
THE WEST INDIA RUBBER PLANTATION SYNDICATE, LTD.
HENLLYS ANTHRACITE COLLIERIES (1912) LTD.
GUADIANA STEAMSHIP CO, LTD.
HERBERT FROOD CO, LTD.
G. AND T. SPENCERS BREWERY, LTD.
THE P. R. GOLD MINING SYNDICALE, LTD.
ELERO LIGHT AND POWER CONSTRUCTION CO, LTD.
M. M. V. SYNDICATE, LTD.
ANGLO-FRENCH PACIFIC SYNDICATE, LTD.
WIRRAL HOMOEOPATHIC DISPENSARY.
STRONG & CO. LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 23.

PRESTON, GEORGE WALTER DAVIDSON, Dorset sq Feb 23 Goodman v Joseph and Another, Warrington, J Tremayne, Charing Cross
WILLIAMS, WILLIAM, Upper Tooting rd Feb 27 Spreckley & Co v Williams, Warrington J Clarke, Queen st, Cheapside

London Gazette.—TUESDAY, Jan 27

NEVILLE, SAMUEL, Brentford, Commercial Traveller Feb 24 Parsons & Parsons Astbury, J Woodbridge, Brentford

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 16.

ADAMS, ELIZABETH, Eastbourne Feb 24 Lo ell & Co, Gray's inn sq
ARBUTHNOT, WILLIAM KEIERSON, East Grinstead Feb 28 Francis & Johnson, Great Winchester st
BARWELL, Rev ARTHUR HENRY SANXAY, Blechingley, Surrey Feb 23 Fairer & Co, Lincoln's inn fields
BILSON, DAVID, Holmfirth, Yorks. Ironmonger Mar 1 Larken & Co, Newark on Trent
BOWMER, BENJAMIN, Beeston, Nottingham Feb 16 Johnstone & Williams, Nottingham
BROGDEN, HENRY, Hale, Chester Feb 27 Sale & Co, Manchester
BROWN, MARY, Blaby, Leicester Feb 12 Burradale, Leicester
BROWN, WILLIAM CARNEGIE, Fitzjohns av, Hampstead, M.D., M.R.C.P. Feb 28 Sawbridge & Son, Aldermanbury
BULLAS, ELIZABETH, Sheffield Feb 28 Branson & Son, Sheffield
CANTOR, LAURA, Liverpool Feb 27 Woodburn & Holme, Liverpool
CHILD, DAVID WILLIAM, Rawburgh, Norfolk, Miller Feb 24 Newton & Co, Wymondham, Norfolk
CHRISTIAN, EMMA CLARA AMELIA, Harlesden, Middlx Feb 23 Minet & Co, St Helen's pl
COHEN, CAROLINE LECHMERE, Southwick cres, Hyde Park Feb 12 Tyrrell & Co, Albany Court yard, Piccadilly
DAVIES, RICHARD LLOYD, Pentir, Carnarvon Feb 23 Carter & Co, Bangor
DAWSON, SARAH, Kilburn, Yorks Feb 16 Hayes, Leeds
DELAMARRE, HENRI LOUIS, Paris Feb 16 Slaughter & May, Austin friars
EGGLESTONE, SARAH, Cintral hill, Upper Norwood, Surrey Mar 1 Larken & Co, Newark on Trent
EVANS, ANNA MARIA, Burston rd, Putney Feb 13 Hanbury & Co, New Broad st
EVANS, WILLIAM, otherwise WILLIAM ROWLAND EVANS Loughborough rd, Brixton Feb 23 Lewis & Woods, Chancery ln.
FACER, WILLIAM, Chesterfield Mar 6 Hopkins, Chesterfield
FLOWER, ELIZABETH SARAH, St Martin's pl, Camden st Feb 14 Spottiswoode, Norfolk st
FOWLER, MARY JANE, Liverpool Feb 28 Ranger & Co, Fenchurch st
GATENBY, MARTHA, Thornaby on Tees, York Feb 20 Bolsover, Stockton on Tees
GUNN, CAROLINE, Lancaster rd, Surrey Feb 14 Gunn, Dove ct, Old Jewry
HALL, JAMES, Felton, Northumberland, Farmer Feb 16 Hindmarsh & Hardy, Alwick
HARRISON, HENRY, Holmes, Tarleton, Lancs, Farmer Feb 12 Cook & Talbot, Southport
HEWITT, RACHEL, Kingston upon Hull Feb 16 Woodhouse & Chambers, Hull
HIND, IRVINE, Mayfield Wyke, Bradford, Silk Manufacturer Feb 17 Wright & Co Bradford
HOLMES, HENRY RICHARD, Pevensey, Sussex, Licensed Victualler Feb 24 James Eastbourne
HOWE, MARGARET, Hartlepool Feb 25 Bell, West Hartlepool

HOWRAM, FREDERICK, Great Grimsby, Sloop Owner Feb 28 Barker, Great Grimsby
HOWSON, CHAPMAN, Wetherby, Yorks Feb 17 Lupton & Fawcett, Leeds
HUNT, SAMUEL HORRABIN, Altrincham, Grocer Feb 24 Nicholls & Co, Altrincham
IDLE, THOMAS, Darlington Feb 24 Bell, West Hartlepool
JOHNSON, ARABELLA, Preston, Brighton Feb 14 Sharp, Southampton
JOHNSON, ELIZA, Sutton, Surrey Feb 8 Gee & Co, Copthall av
JONG, CARL EMIL ARNOLD DE, Heaton Chapel, nr Stockport Feb 28 Littler, Manchester
KELLY, PETER JEFFERSON, Chesterfield, Pawnbroker Mar 6 Hopkins, Chesterfield
KINNELL, JOHN, Horsell, nr Woking Feb 16 Moreton & Patterson, Old Jewry chmbrs
LAWLESS, HENRY HAMILTON, Essex ct, Temple, Barrister at Law Feb 16 Payne, Basinghall st
LITT, JOHN, Cleator Moor, Cumberland, Farmer Feb 28 Brockbank & Co, Whitehaven
LOVERIDGE, GEORGE, Handsworth, Staffs, Manufacturing Jeweller Feb 22 Freeland & Warder, Birmingham
LOWDEN, STUART, Carleton, nr Pontefract, Yorks Feb 20 Carter & Co, Pontefract
LYELL, JOHN LYELL, Christchurch rd, Streatham hill Feb 26 Cochran & Macpherson, Aberdeen
MAUDSLEY, ELIZABETH MARGARET, Bentham, Yorks Feb 30 Thompson, Bentham, nr Lancaster
MEE, JAMES, Shepshed, Leicester, Farmer Feb 16 Clifford & Clifford's, Loughborough
MITCHELL, FRANK JOHNSTONE, Caerleon, Mon Feb 28 Pennington & Son, Lincoln's inn fields
MORGAN, SEPTIMUS VAUGHAN, Harrington gdns, South Kensington Feb 28 Wild & Collins, St Lawrence house, Trump st
OWEN, ANN ELLEN, Waterloo, Lancs Feb 28 Matthew & Co, Liverpool
PALMER, MARY SOPHIA, Burrough Manor, Leicester Feb 26 Bennett & Ironsides Leicester
PRACEY, CHARLOTTE LUCINA, Clevedon, Somerset Feb 28 O'Donoghue & Forbes, Bristol
RAMSAY, FREDERICK WILLIAM, Endsleigh ter, Middlx Immediately Hill, Queen Victoria st
RICHTER, LILIAN AMANDA, Park village East, Regents Park Feb 16 Cooper & Co, Manor rd, Stamford Hill
SCORER, FANNY LILLIAN ELIZABETH, Marlborough rd, St John's Wood Jan 31 Knapp & Co, Buckingham gate, Westminster
SCOTT, WILLIAM, Claremont rd, Forest Gate Feb 16 Bull & Duncan Old Jewry
SCRIVENS, FREDERICK, North side, Clapham Common Feb 28 Mott & Son, Bedford row
SMITH, ELIZABETH ANN, Salisbury, Wilts Jan 31 Smith, Salisbury
STAPLETON, CHRISTMAS, Aylsham, Norfolk, Yeoman Feb 16 Purdy & Holley, Aylsham, Norfolk
SURMAN, JOHN, Erlanger rd, New Cross, Nurseryman Feb 17 Timbrell & Deighton, Cannon st
SUTCLIFFE, FRANCIS, Ben Rhydding, Yorks, Clothier Feb 17 Clarke & Son, Leeds
TALBOT, CAROLINE, Orcheston St Mary, Wilts Feb 16 Wilson & Sons, Salisbury
TARRANT, ELIJAH, Cambridge, Gunmaker Jan 31 Bailey, Cambridge
TAYLEUR, CHARLES WILLIAM, Torquay, Devon Feb 8 Lindop & Lee-Barber, Torquay
TOLLEY, HARRY, Nottingham, Box Manufacturer Feb 15 Maples & McCraith, Nottingham
WALTER, MARY ANN, Banbury Mar 2 Fairfax & Barfield, Banbury
WEBB, ELIZABETH JULIA, Horsham, Sussex Jan 29 Eager, Horsham

London Gazette.—TUESDAY, Jan. 20.

ALLEN, HANNAH, Shouldham, nr Downham Market Feb 28 Mason & Co, Wakefield
ANDERSON, JOHN HENDRY, Tooting Graveney, Surrey Feb 20 Jones & Co St Mary Axe
BARKER, BENJAMIN, Huddersfield Mar 1 Ramsden & Co, Huddersfield
BARKER, JANE, Leicester Mar 10 Owston & Co, Leicester
BELCHER, WILLIAM ROBERT SHIRLEY, East Budleigh, Devon Feb 20 Drewry & Co, Burton on Trent
BIGGIN, JOSEPH, Bolsover, Derby, Farmer Mar 1 Jones & Middleton, Chesterfield
BOAR, JOHN, Ashover, Derby Feb 28 Jones & Middleton, Chesterfield
BURCHILL, SAMUEL, Mangotsfield, Glos Feb 17 Stanley & Co, Bristol
CASHEL, DOUGLAS, Clapham rd Feb 23 Durrant & Co, Gracechurch st
CASSELTON, WILLIAM JAMES, Romford rd, Forest Gate Feb 20 Attwater & Lieil Bishopsgate
COBB, ELIZABETH LUCY, Newnham, Cambridge Feb 28 Foyer & Co, Essex st, Strand
DREW, CHARLES THOMAS, Bromley, Kent Feb 16 Weller, Bromley
EARLE, HARRY, Salisbury, Wilts, Confectioner Feb 14 Nodder & Trethowan, Salisbury
FEWTRELL, THOMAS, King's Heath, Worcester Feb 17 Wright & Ore, Birmingham
FREAR, ISAAC TAYLOR, Distington, Cumberland, Cab Proprietor Feb 28 Paisley & Co Workington
FREAR, MARY, Distington, Cumberland Feb 28 Paisley & Co, Workington
GEM, MARIA SARAH, Cumnor Croft, nr Kenilworth, Warwick Feb 28 Small & Barker Buckingham
GLOVER, SUSAN, Southport Feb 28 Williams, Southport
HAMILTON, CHARLOTTE AMELIA, Scarborough Feb 28 W & W S Drawbridge, Scarborough
HAMMOND, JOHN, Sandgate, Kent Feb 21 Kingsford & Co, Hythe
HILL, MARGARET, Bury, Lancs, Licensed Victualler Feb 25 Butcher & Barlow, Bury
HORNSTEIN, JOSEPH, Victoria st April 15 Hodgkinson, Chancery ln
ISAACS, LAWRENCE ALFRED, Priory rd, West Hampstead Wholesale Stationer Feb 21 Isaacs & Lewis, Guildhall chmbrs, Basinghall st
JAGGER, CASSE, Clayton, Yorks, Painter Mar 2 Hornsr & Co, Bradford
JONES, MARY JANE, Crowthorne, Berks Feb 21 Ratcliffe, Reading
KEER, CHARLES, Iken, Suffolk, Farmer Feb 24 Read, Wickham Market
KRAUSS, AUGUST WILLIAM, Burton ct, Lower Sloane st Feb 28 Roney & Co, New Broad st
MANSFIELD, MARY ANN, Brockley Feb 16 Price & Williams, John st, Bedford row
MARSHALL, CECILIA MARTHA, Buckland, Monachorum, Devon Feb 21 Williams & James, Norfolk House Embankment
MUNNS, ARNOLD SUMMERS, Frederick's pl, Old Jewry Mar 2 Munns & Longden, Frederick's pl, Old Jewry
NOAKES, EMMA, Hastings April 17 Phillips & Cheesman, Hastings
ODHAMS, MATTHEW GEORGE, Limes grove, Lewisham, Wholesale Ironmonger Feb. 21 Vandercom & Co, Bush ln
PARSONS, ALEXANDER EAMES, Bedford Mar 10 Allpress, Bedford
ROBINSON, ALFRED, Rastrick, Yorks Mar 1 Barber & Jessop, Brighouse
ROWELL, HENRIETTA, Newcastle upon Tyne Feb 28 Cooper & Goodyer, Newcastle upon Tyne
SHORE, EDWIN, Newton Heath, Manchester Feb 20 Broadsmith & Son, Manchester
SPITE, FRANCIS, Anerley Feb 16 Weller, Bromley
TODD, ROBERT, Almondsbury, Glos Feb 28 Bevan & Co, Bristol
TURNER, WILLIAM, Wolverhampton, Licensed Victualler Feb 24 Skardon & Co, Wolverhampton
VICKERS, WILLIAM EDWARD, Ashley gdns, Westminster, Wholesale Newsagent Feb 14 Harwood & Pusey, Caunon st
WALWORTH, JOHN WILLIAM, Eccles, nr Manchester Feb 20 Howe & Gregory, Bradford
WILSON, HANNAH, Halifax, Draper Feb 28 Farrar, Halifax
WINSLADE, HENRY SAMUEL, Tasso rd, Fulham Feb 5 Turner, Finsbury pvmt

Bankruptcy Notices.

London Gazette—TUESDAY, Jan. 20.

ADJUDICATIONS.

BALLS, EDWARD NORMAN, Bradfield St Clare, Suffolk Farmer Bury St. Edmunds Pet Jan 16 Ord Jan 16
BARNES, CHARLES MAURICE, Ladywell, Kent Greenwich Pet Dec 12 Ord Jan 16
BARRETT, ALEXANDER KINGSLEY, St Michael's House, Cornhill Hight Court Pet June 24 Ord Jan 15
BOND, GEORGE EDWARD, East Dereham, Norfolk, Cycle Agent Norwich Pet Jan 15 Ord Jan 15
CARTWRIGHT, ALFRED, Loughborough, Moulder Leicester Pet Jan 16 Ord Jan 16
CATCHESIDE, WILLIAM, Newcastle upon Tyne, Commercial Traveller Newcastle upon Tyne Pet Jan 15 Ord Jan 15
FENWICK, JOHN THOMAS, Woolsington, nr Kenton, Northumberland, Farmer Newcastle upon Tyne Pet Nov 30 Ord Jan 17
GRIFFITHS, WILLIAM, Morriston, Swansea, Cycle Dealer swansea Pet Jan 15 Ord Jan 15
GRIME, JOHN FRANCIS, Crewe, Plumber Nantwich Pet Jan 17 Ord Jan 17
GRIMSTON, CHARLOTTE JOSEPHINE, Lyndhurst, Hants Salisbury Pet Jan 16 Ord Jan 16
HEAD ERNEST, Frant, Sussex Grocer and Baker Tunbridge Wells Pet Jan 15 Ord Jan 15
LANGLEY, JAMES MARTIN, Nottingham, Estate Agent's Clerk, Nottingham Pet Dec 31 Ord Jan 16
LAWTON, ARTHUR ELLIS, Stockport, Cheshire, Coal Merchant Stockport Pet Dec 13 Ord Jan 16
MARCHANT, PETER, Anstey nr Leicester, Sub postmaster Leicester Pet Jan 16 Ord Jan 16
MERRY, WILLIAM, Birmingham, Ironfounder Birmingham Pet Jan 17 Ord Jan 17
METCALFE, JOHN HENRY, Darlington, Machinist Stockton-on-Tees Pet Jan 15 Ord Jan 15
NOKES, GEORGE, Bromsgrove, Builder Worcester Pet Jan 16 Ord Jan 16
PHILLIPS, WILLIAM JOHN, Heaton, Newcastle-upon-Tyne Window Cleaner Newcastle-upon-Tyne Pet Jan 16 Ord Jan 16
PRICE, ROSINA EMILY VENNING, Penarth [Cardiff Pet Dec 10 Ord Jan 12
RICHARDS, CHARLES SWINBURNE, Emsworth, Hants, Miller Portsmouth Pet Jan 14 Ord Jan 14
RUSSELL, W W D, Wimbledon, Surrey Croydon Pet Oct 20 Ord Jan 14
SMITH, ALBERT EDWIN, Kettering, Boot Manufacturer Northampton Pet Jan 16 Ord Jan 16
SUMNER, WILLIAM THOMAS, Kingscourt rd, Streatham, Accountant Wandsworth Pet Aug 8 Ord Jan 15
SUMPTER, THOMAS, Market Harborough, Leicester Fruiterer Leicester Pet Jan 15 Ord Jan 15
THIELE, KARL, Brighton, Manager of a Restaurant High Court Pet Jan 15 Ord Jan 15
TRUSLER, ROBERT CASS, Darlington, Boot Repairer Stockton on Tees Pet Jan 14 Ord Jan 14
WHITE, PERCIVAL, Beckenham, Kent Croydon Pet Dec 11 Ord Jan 3
WOOLLEY, DAVID HAMIS, Cricklewood, Millinery Manufacturer High Court Pet Nov 21 Ord Jan 16

Amended Notice substituted for that published in the London Gazette of Jan 6:

ALLWORK, ALBERT EBENEZER, and HUBERT WILLIAM ALLWORK, Ruislip, Middlx, Builders Windsor Pet Dec 4 Ord Jan 3

ADJUDICATIONS ANNULLED.

MORRIS, PHILIP, Kingston upon Hull, Tailors' Trimmings Dealer Kingston upon Hull Adjud July 6, 1900 Annul Jan 14,

London Gazette—FRIDAY, Jan. 23.

RECEIVING ORDERS.

BONAS, GORDON J, Priory rd, Kilburn High Court Pet Dec 19 Ord Jan 20
BROWNLEY, RICHARD, Nottingham Nottingham Pet Jan 7 Ord Jan 21
COPE, CHARLES, Hartlebury, Worcester, Blacksmith Worcester Pet Jan 20 Ord Jan 20
ENGLEY, C E, Eccleston sq High Court Pet Sept 20 Ord Jan 16
FREES, WILLIAM, Portsmouth, Boot Repairer Portsmouth Pet Jan 20 Ord Jan 20
GLEW, WILLIAM GEORGE, Kingston-upon-Hull, Saw Miller Kingston-upon-Hull Pet Jan 21 Ord Jan 21
GOODWIN, HEARL HEATON, Grampound Road, Cornwall, Coal Merchant Truro Pet Dec 20 Ord Jan 17
GRASBY, EDWARD, Caversham, Reading, Cycle Dealer Reading Pet Jan 19 Ord Jan 19
GRUBB, EDWARD TOLLEY, Bromyard, Hereford, Ironmonger Worcester Pet Jan 19 Ord Jan 19
HARRIS, WILLIAM, Durrington, Wilts, Builder Salisbury Pet Jan 20 Ord Jan 20
HOGG, PHILIP EDLYN, New Milton, Hants, Average Adjuster Southampton Pet Jan 21 Ord Jan 21
HUNTON, GEORGE ALBERT LAUGHER, Darlington, Photographer's Manager Middlesbrough Pet Jan 21 Ord Jan 21
JENKS, ALBERT, Rosendale rd, West Dulwich, Insurance Clerk High Court Pet Jan 20 Ord Jan 20
JOWETT, ANNIE WINIFRED BLUNDELL, Grange over Sands Lancs Barrow in Furness Pet Jan 21 Ord Jan 21
KEILY, GERALD ARTHUR JOHN, Richmond av, Willesden Green, Confectioner High Court Pet Jan 19 Ord Jan 19
MAYO, ALBERT, Dymock, Glos, Butcher Gloucester Pet Jan 19 Ord Jan 19
OWENS, OWEN, jun, Llangoed, Anglesey, Farmer Bangor Pet Jan 5 Ord Jan 20
PARRY, EVAN, Treorchy, Glam, Underground Timberman Pontypridd Pet Jan 21 Ord Jan 21
PETERS, EDWIN, Aberystwyth, Boot and Shoe Dealer Aberystwyth Pet Jan 14 Ord Jan 21
PODD, FREDERICK ARTHUR, and JOHN-BENJAMIN FISHER, Norwich, Builders Norwich Pet Jan 21 Ord Jan 21

POOLE, EMILY, Coventry Coventry Pet Jan 9 Ord Jan 19
RATCLIFFE, WILLIAM HENRY, Tranmere, Birkenhead, Contractor Birkenhead Pet Jan 20 Ord Jan 20
RENSHAW, JOSEPH, Clitheroe, Lancs, Coal and Carting Agent Blackburn Pet Jan 19 Ord Jan 19
RICHARDS, THOMAS, St Day, Cornwall, Fish Hawker Truro Pet Jan 20 Ord Jan 20
SCARPA, NATALE, West Brompton High Court Pet Dec 24 Ord Jan 19
SEBRIGHT, ARTHUR EDWARD, Ashley gdns High Court Pet Oct 28 Ord Jan 19
SHEARD, JOHN, Birkby, Huddersfield, Printer Huddersfield Pet Jan 19 Ord Jan 19
SMITH, PERCY, Liverpool, Insurance Manager Liverpool Pet Jan 8 Ord Jan 20
TRPPIER, ALFRED, Radcliffe, Lancs, Builder Bolton Pet Jan 3 Ord Jan 21
WATSON, ROBERT RAYMOND, East Rudham, Norfolk, late Farmer Norwich Pet Jan 21 Ord Jan 21
WETTON, GEORGE, Melbourne grove, East Dulwich, Baker High Court Pet Dec 23 Ord Jan 19
WIRTH, WILLIAM, Nevill rd, Stoke Newington, Baker High Court Pet Jan 20 Ord Jan 20

Amended Notice substituted for that published in the London Gazette of Oct 14:

ZEALLEY, AMOS Worcester, Baker Worcester Pet Sept 18 Ord Oct 11

ABRIDGED PROSPECTUS.

NEW ZEALAND GOVERNMENT £4 PER CENT.

TEN YEARS CONVERTIBLE DEBENTURES.

Repayable at par on the 1st February, 1924.

ISSUE OF £4,500,000.

Authorized to be raised under the Acts passed by the New Zealand Parliament intituled The Aid to Public Works and Land Settlement Act, 1913, the New Zealand State-Guaranteed Advances Acts, 1909, 1910 and 1911, the Naval Defence Act, 1909, and the New Zealand Loans Act, 1908.

Interest payable Half-yearly at the Bank of England on the 1st February and 1st August.

The First Coupon, amounting to £1 8s. per cent., representing interest accrued from the 9th February, 1914, upon the various instalments as they severally become due, will be paid on the 1st August, 1914.

Price of Issue £100 10s. per cent.

Applicants who sign the undertaking at the foot of the Application Form to convert their Allotments, as soon as they are fully paid, into New Zealand Government 4 % Inscribed Stock, 1943-63, on the terms of this Prospectus, will receive preferential consideration. Those who convert their allotments on, or before, the 1st July, 1914, will receive a full six months' interest on the Stock on the 1st August, 1914.

Trustees may invest in New Zealand Government 4 % Inscribed Stock, under the powers of the Trustee Act, 1893, unless expressly forbidden in the instrument creating the Trust.

Under the New Zealand Public Debt Extinction Act, 1910, it is provided that a Sinking Fund shall be created in respect of this and any further Debt, and of the whole of the then existing New Zealand Public Loans that had not already got a Sinking Fund.

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND are authorized by the Agents appointed for raising and managing Loans under the above Act (the Hon. THOMAS MACKENZIE and CHARLES WRAY PALLISER, Esq.), to receive applications for £4,500,000 New Zealand Government Convertible Debentures, bearing interest at 4 per cent. per annum.

Of the proceeds of this Issue the sum of £1,000,000 will be utilized for the redemption of Debentures previously issued, and the balance for the construction of Railways, Roads, and other Public Works; also for Advances required to be made to Settlers, Workers, and Local Authorities, and for the purchase of Native Land for Settlements. Thus the greater part of the proceeds of the issue are required for purposes which are actually profit-earning.

The Debentures, which will be in denominations of £1,000, £500, and £100, will be payable to bearer, and will be redeemable at par, at the Bank of England, on the 1st February, 1924; **but holders will have the option of Converting their Debentures into New Zealand Government 4 per cent. Inscribed Stock, 1943-63, on the terms hereinafter set forth.**

Applications, which must be accompanied by a deposit of £5 per cent., will be received at the Chief Cashier's Office, Bank of England.

The dates on which the further payments will be required are as follows:—

£17 10s.	per cent. on Monday, the 9th February,	1914;
£20	per cent. on Tuesday, the 24th February,	1914;
£20	per cent. on Tuesday, the 24th March,	1914;
£20	per cent. on Monday, the 27th April,	1914;
£18	per cent. on Tuesday, the 26th May,	1914;

but the instalments may be paid in full on, or after, the 9th February, 1914, under discount at the rate of **£2½ per cent.** per annum. In case of default in the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

Applications must be made on the printed forms, which may be obtained at the Bank of England, or at any of the branches of that Bank; of Messrs. Mullens, Marshall & Co., 13, George Street, Mansion House, E.C.; at the Bank of New Zealand, 1, Queen Victoria Street, London, E.C.; of Messrs. J. & A. Scrimgeour, Hatton Court, Threadneedle Street, E.C.; or of the High Commissioner for New Zealand, 13, Victoria Street, S.W. Copies of a Statement showing the condition and prospects of the Dominion may also be obtained of any of the foregoing.

The List will be closed on, or before, Monday, the 2nd February, 1914.

TERMS OF CONVERSION OF DEBENTURES INTO STOCK.

Applicants for the above-mentioned Scrip or Debentures who sign the undertaking at the foot of the Application Form to convert their allotments as soon as they are fully paid, will receive £102 of New Zealand Government 4 per cent. Inscribed Stock (1943-63), for every £100 of Scrip or Debentures, and their applications will receive preferential consideration. Allotments in respect of which the undertaking was not signed will be convertible at the option of the holders into £101 of the same Stock until the 1st February, 1919. Those who convert their Allotments on, or before, the 1st July, 1914, will receive a full six months' interest on the Stock on the 1st August, 1914.

Stock created in exchange for Scrip and Debentures will be in addition to, and will rank *pari passu* with, the New Zealand Government 4 per cent. Stock (1943-63), already existing.

By the Act 40 & 41 Vict. ch. 59, the Revenues of the Dominion of New Zealand alone are liable in respect of the Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of His Majesty's Treasury are not directly, or indirectly, liable or responsible for the payment of the Stock or of the Dividends thereon, or for any matter relating thereto.

BANK OF ENGLAND,
29th January, 1914.